



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
Commissioner

Interoffice Memorandum

To: Select Board
From: Erin Gallentine, Commissioner of Public Works
Date: June 9, 2021
Re: **Disposing of Leaves and Related Work PW/22-01**
Cc: Melvin Kleckner, Town Administrator
Melissa Goff, Deputy Town Administrator

On June 3, 2021 proposals for "Disposing of Leaves and Related Work", Contract No. PW/22-01, were publicly opened and read. One bid was received, it is as follows:

Lorusso Corporation	\$148,520.00
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The work in this contract consists of hauling and disposing of yard waste, construction debris, street sweepings, and catch basin cleanings.

Public Works recommends that this contract be awarded to Lorusso Corporation, of Plainville, MA, in the amount of \$148,520.00.

5.C.
Town Of Brookline

FY22

Contract Coding Approval Form

Department: Public Works/Engineering Division

Vendor Name: Lorusso Corporation

Vendor Number: 001775 Amount of Contract: \$148,520.00

Contract #: PW/22-01

Purpose of Contact:

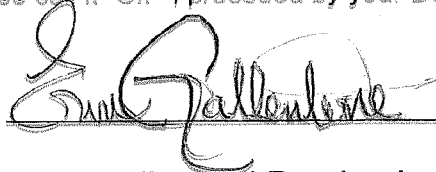
Description: Haul and dispose of yard waste, catch basin cleanings, street sweepings and gravel. Furnish and remove roll offs. Loader equipment rental with operator.

Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
40004300		523593		\$96,120.00
4991EW40		523593		\$52,400.00

* For "WS" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4998WS08 would be "DPW CIP").

Department Head:

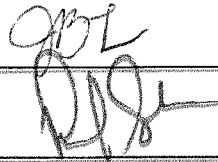


Date 6/10/21

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

Comptroller



Date Approved by Comptroller

Complies with Appropriate Procurement Law
(MGL ch 149, ch 30 30 30M, or ch 30B)

Purchasing

Date Approved by Purchasing

* FUNDS
AVAILABLE
7/1/2021

5.D.



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Tappan Gym and 3rd Floor Renovation
CTA Change Order No. 3 (FY 21)

DATE: June 9, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order Approval for the subject project in the amount of \$(578.52)- 5 items. The subject project was approved as part of the High School Project and was designed by Willian Rawn Associates.

The Owner's Project Manager (Hill) has reviewed the change order and is recommending approval. Please refer to their letter June 4, 2021 for further explanation of the change.

The Building Department is available to answer any questions you may have. Thank you for your consideration.

TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02445

PURCHASE ORDER CHANGE FORM

INVOICE DATE: 07-Jun-21

TO:	CTA Construction Managers 400 Totten Pond Road Waltham MA 02451
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Purchase Order Number

21201438

Vendor Number

33542

PAYMENT AMOUNT

(\$578.52)

BUDGET \$7,821,340.00
BALANCE \$8,087,406.63

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT
		254C204		6C0002

FOR: Brookline High School - Tappan Gym

Amendment	Date	
3	5/7/2021	Misc Changes

AMOUNT
(\$578.52)

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

SELECT BOARD

APPROVAL OF:

Heather Hamilton, Chairman

Miriam Aschkenasy

Bernard Greene

Raul Fernandez

John VanScoyoc

SCHOOL COMMITTEE

Mary Ellen Normen, Assistant Superintendent For Administration and Finance



Hill International, Inc.
 75 Second Avenue, Suite 300
 Needham, MA 02494
 Tel: 617-778-0900
 Fax: 617-778-0999
 www.hillintl.com

June 3, 2021

Mr. Ray Masak, P.E.
 Project Manager
 Town of Brookline Building Department
 333 Washington Street
 Brookline, MA 02445

RE: Recommendation to approve CTA Change Order 003

Dear Mr. Masak:

CTA Construction Managers is submitting original copies of Change Order 003 for the Brookline High School Tappan Gym and 3rd Floor Renovation for acceptance by the Town of Brookline (ToB). Hill and WRA have previously reviewed, negotiated where applicable, and agree that all items listed in this Change Order are fair, reasonable for the described scope of work, and are compensable adjustments to the Lump Sum Contract. This change order is a credit total **(\$578.52)**.

The PCO is categorized as follows:

- (3) PCO is the result of Owner Changes.
- (2) PCOs are results from unforeseen conditions discovered during demolition of walls.

An itemized summary is following:

PCO#	Description	Current Amount	Reason
3R2	Door Closer Type Change	\$785.26	Owner Change
4R2	Demo and Paint Scope Reductions - Credit Gym 206	-\$19,846.02	Owner Change
9	Price Increase for Tile Type - Up charge for tile color	\$5,140.26	Owner Change
12R1	RFI #037 - Bathroom 116 Toilet Stack - remove the existing stack serving the toilet in Bathroom 116	\$4,497.59	Unforeseen/Field Conditions
13	RFI 028 Room 107A Demolition CMU walls, shower, lavatory, toilet and water piping.	\$8,844.39	Unforeseen/Field Conditions

5.D.

Based on the above, Hill recommends to ToB approval of Change Order 003 to CTA Construction Managers lump sum contract.

Very truly yours,



Andy Vo, PMP, CCM, LEED AP, MCPPO
Sr. Project Manager

**PCCO #003**

CTA Construction Managers
400 Totten Pond Road
Waltham, 02451
Phone: (781) 786-6600

Project: 2020-02 - Brookline High School Tappan Gym and 3rd Floor
Renovation
115 Greenough St
Brookline, Massachusetts 02445

Prime Contract Change Order #003: Owner Change Order 003

TO:	Town of Brookline 333 Washington Street, 3rd Floor Brookline, Massachusetts 02445	FROM:	CTA Construction Managers, LLC 400 Totten Pond Road, 2nd Floor Waltham, Massachusetts 02451
DATE CREATED:	5/07/2021	CREATED BY:	Robert Harrington (CTA Construction Managers, LLC)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	06/03/2021
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Brookline High School Tappan Gym and 3rd Floor Renovation	TOTAL AMOUNT:	(\$578.52)

DESCRIPTION:

PCO #003r2 - CE #004 - FB002 CCD001 Closer type change

Field Bulletin 002 CCD 001 for change in closer types as requested by the Awarding Authority

PCO #004r2 - CE #005 - FB003 CCD 002 - Demo and Paint Scope Reductions

Field Bulletin 003, CCD 002: Demolition and painting scope reductions. Per owner's request, do not demolish Closet 028A and Door X04 in Corridor C007. Relocated fire extinguisher and AED cabinet in corridor C007. Painting scope in Gymnasium 206 is removed

PCO #009 - CE #010 - Submittal #09 3000-3: Price Increase for Tile Type

Provide Group IV Lipstick Bombshell Red tile at locations indicated on returned Submittal #09 3000-3. Addition of 25 square feet of tile at project north east corner of room 006.

PCO 012r1 - CE #013 - RFI #037 - Bathroom 116 Toilet Stack

Per attached RFI #037 response, remove the existing stack serving the toilet in Bathroom 116 which is located in the new doorway 116 opening. Work is estimated to be complete in 1-2 working days. Once re-routing of plumbing is complete; remaining demo, steel lintel, masonry opening, and door frame can be scheduled and completed.

PCO #013 - CE #014 - RFI #028 - Room 107A Demolition

Per RFI #028 response, demolish existing CMU walls, shower, lavatory, toilet, water piping and trim located in room 107A. Existing sanitary stack and vent will be maintained for reuse with new toilet room fixtures. Work is estimated to be completed in 5 working days. Please note demolition of Room 107A cannot begin until this PCO is approved. Upon approval of this PCO, demolition will begin per RFI #028 response.

Please Note: This PCO includes only demolition costs associated with the response to RFI #028. Costs associated with new wall construction will be submitted under separate cover.

ATTACHMENTS:**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
003r2	CE #004 - FB002 CCD001 Closer type change		\$785.26
004r2	CE #005 - FB003 CCD 002 - Demo and Paint Scope Reductions		(\$19,846.02)
009	CE #010 - Submittal #09 3000-3: Price Increase for Tile Type		\$5,140.26
012r1	CE #013 - RFI #037 - Bathroom 116 Toilet Stack		\$4,497.59
013	CE #014 - RFI #028 - Room 107A Demolition		\$8,844.39
Total:			(\$578.52)

CHANGE ORDER LINE ITEMS:**PCO # 003r2: CE #004 - FB002 CCD001 Closer type change**

#	Budget Code	Description	Amount
1	08-100.CTA Sub Doors.CTA Sub		\$739.00
Subtotal:			\$739.00
Direct Work OHP (10.00% Applies to other, other, other, other, other, other, other, and CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$36.95
B&I (1.20% Applies to all line item types.):			\$9.31
Grand Total:			\$785.26

PCO # 004r2: CE #005 - FB003 CCD 002 - Demo and Paint Scope Reductions

#	Budget Code	Description	Amount
1	09-900.FSB Paints and Coatings.Filed Sub Bidder		\$(19,053.85)
2	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub		\$(556.84)
Subtotal:			\$(19,610.69)
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (0.00% Applies to Filed Sub Bidder and CTA Sub.):			\$0.00
B&I (1.20% Applies to all line item types.):			\$(235.33)
Grand Total:			\$(19,846.02)

PCO # 009: CE #010 - Submittal #09 3000-3: Price Increase for Tile Type

#	Budget Code	Description	Amount
1	09-300.FSB Tile.Filed Sub Bidder		\$4,837.44
Subtotal:			\$4,837.44
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$241.87
B&I (1.20% Applies to all line item types.):			\$60.95
Grand Total:			\$5,140.26

PCO # 012r1: CE #013 - RFI #037 - Bathroom 116 Toilet Stack

#	Budget Code	Description	Amount
1	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub	Demolition & Disposal	\$100.00
2	15-100.FSB Plumbing.Filed Sub Bidder	Stack Removal	\$4,132.63
Subtotal:			\$4,232.63
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$211.63
B&I (1.20% Applies to all line item types.):			\$53.33
Grand Total:			\$4,497.59

PCO # 013: CE #014 - RFI #028 - Room 107A Demolition

#	Budget Code	Description	Amount
1	15-100.FSB Plumbing.Filed Sub Bidder		\$877.59
2	01-903.CTA Sub Hazardous Materials Abatement.CTA Sub		\$7,445.76
Subtotal:			\$8,323.35
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (5.00% Applies to Filed Sub Bidder and CTA Sub.):			\$416.17
B&I (1.20% Applies to all line item types.):			\$104.87
Grand Total:			\$8,844.39

The original (Contract Sum)	\$7,821,340.00
Net change by previously authorized Change Orders	\$266,645.15
The contract sum prior to this Change Order was	\$8,087,985.15
The contract sum will be decreased by this Change Order in the amount of	(\$578.52)
The new contract sum including this Change Order will be	\$8,087,406.63
The contract time will not be changed by this Change Order.	

WRA Team (William Rawn Associates)

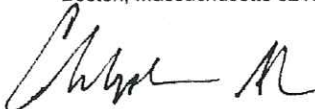
10 Post Office Sq. Suite 1010
Boston, Massachusetts 02109

Town of Brookline

333 Washington Street, 3rd Floor
Brookline, Massachusetts 02445

CTA Construction Managers, LLC

400 Totten Pond Road, 2nd Floor
Waltham, Massachusetts 02451



2021-06-03

SIGNATURE

DATE

SIGNATURE

DATE



6/3/21

SIGNATURE

DATE

5.E.



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Cypress Street Playground
Heimlich Change order No.1 (FY 21)

DATE: June 9, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order (CO) Approval for the subject project in the amount of \$180,950. Refer to the Town (DPW/ Engineering) memo dated June 3, 2021 for further explanation of the CO.

The subject project was approved as part of the High School Project and was designed by Weston and Sampson. Construction is underway and is expected to be completed by the end of August 2022.

The Building Department is available to answer any questions you may have. Thank you for your consideration.




TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

Memorandum

To: Select Board
 School Committee
 Building Commission

From: Erin Chute Gallentine – Commissioner of Public Works 

Date: June 3, 2021

Re: Cypress Street Playground PW /20-15
 Extra Work Order No. 1

Cc: File

Attached please find for your approval Extra Work Order No. 1 for Contract PW/20-15, *Cypress Street Playground Renovation* with Heimlich Landscaping and Construction Co.

The additional work and cost arises from a 3 month delay (March 20th – June 20th) created when the Town agreed to limit the Contractor's access to the entire construction site until the end of the school year. This accommodation was made following a request from High School Administration, in order to provide outdoor space for student lunch, breaks, music class, tents etc...resulting from Covid-19 protocols and the directive from the Department of Elementary and Secondary Education (DESE) to a return to in-person learning. Limiting access to the Cypress Street Playground/Field site required the contractor to deviate from their original schedule of operations and sequencing of work. The change limited the contractor's access to a part of the athletic field (about 1 acre of the overall 5 acre park), which under the overall project schedule, is required to be seeded by the Fall of 2021, in order to be opened in 2022 (allowing grow-in time for the athletic field.)

In general, additional costs are related to:

- Labor to adjust temporary fencing and inclusion of scrim
- Sequencing changes including additional trucking to move materials from the restricted area to the stockpile area (over road now versus through the site)
- Additional labor to strip topsoil in the restricted area once available
- Mobilization of work crews in multiple phases to address subgrade, drainage, and grading for the restricted area
- Costs to complete irrigation in this area after work completed in rest of field area
- Separately spread amended soils and root zone mix in this area for final grading

5.E.

This Extra Work Order also includes additional fill and dense grade crushed stone to prepare the subbase, an additional cost associated with changing the construction phasing of the project to allow a section of the field to be used by the High School. It was originally anticipated that the site was a balanced cut and fill site, meaning the various materials excavated across the entire site could be used for fill, especially under the athletic field. Without access to the whole site, some of these fill materials became unavailable when needed to fill the field area. As a result, fill needed to be imported to raise the grade of the athletic field in order to maintain progress of the overall field including installing subsurface drainage and irrigation system.

The total value of this Extra Work Order is \$180,950.00 as outlined on the Extra Work Order # 1 form.

We ask for your approval of this extra work order.

TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02146

PURCHASE ORDER CHANGE FORM

INVOICE DATE; 07-Jun-21

TO:	Heimlich Landscaping and Constrction 65 R Burlington Street Woburn MA 01801
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Purchase Order Number

21200030

Vendor Number

6284

PAYMENT AMOUNT

\$180,950.00

BUDGET \$5,263,523.00
BALANCE \$5,082,573.00

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		6C0007

FOR: Brookline Cypress Street Playground

Amendment	Date		AMOUNT
1	6/2/2021	Extra Work Order - Rework field to address COVID Concerns regarding open space	\$180,950.00

BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

SELECT BOARD

APPROVAL OF:

Heather Hamilton, Chairman

Miriam Aschkenasy

Bernard Greene

Raul Fernandez

John VanScoyoc

SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance

TOWN OF BROOKLINE

ENGINEERING DIVISION

EXTRA WORK ORDER

Number 1

I, Todd HEIMLICH, duly authorized representative of Heimlich Landscaping and Construction Co., Inc., Contractor, agree to perform all labor and supply such materials as may be necessary to perform additional work under the contract for Cypress Street Playground

I further agree that the amount or amounts paid to Heimlich Landscape and Construction Co., Inc., Contractor, for performing the additional work shall be as follows:

<u>1 Labor to adjust fencing</u>	<u>\$5,000</u>
<u>2 Scrim For Fencing</u>	<u>\$12,000</u>
<u>2 Additional Mobilization</u>	<u>\$10,000.00</u>
<u>3 Additional trucking to move material to staging area</u>	<u>\$15,700.00</u>
<u>4 Additional overtime to strip topsoil, prepare subgrade</u> <u>complete utilities (drainage, irrigation, and lighting) and amending soil</u>	<u>\$103,000.00</u>
<u>5 Additional fill to bring up sub base within sports field area</u> <u>750 cubic yards @ \$20 per Cubic Yard (not including area outside current work)</u>	<u>\$15,000.00</u>
<u>6 Eight (8) inch layer of dense grade crushed stone under the clay infield</u> <u>450 Cubic Yard @ \$45 per Cubic Yard</u>	<u>\$20,250.00</u>
<u>Total</u>	<u>\$180,950.00</u>

The work is in connection with the contract between Heimlich Landscaping and Construction Co., Inc., and the Town of Brookline, Massachusetts, "Cypress Street Playground," Contract No. PW/20-15, dated February 16, 2021.

Approved:

6/3/21

Date

Approved:



Commissioner of Public Works



Todd Heimlich, Vice President

(Contractor)

Heimlich Landscaping & Construction Corp.

Authorized Representative

Town Administrator



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

INTEROFFICE MEMORANDUM

To: The Select Board

From: Erin Chute Gallentine, Commissioner of Public Works
 Todd M. Kirrane, Transportation Administrator

Date: June 17, 2021

Re: Approval of an Extra Work Order in the amount of \$139,000 for contract PW/21-01 for Richard D'Ambrosia, Inc.

Cc: Mel Kleckner, Town Administrator
 Rob King, DPW - Director of Engineering & Transportation Division

At the Board's April 20, 2021, the Board accepted a grant in the amount of \$199,835 from the Commonwealth of Massachusetts MassDOT Winter Shared Streets & Spaces Program to fund the Brookline Shared Mobility project.

The Shared Mobility Project was designed to expand Brookline's participation in the BlueBikes regional bike share program by constructing permanent, year round locations for the existing stations on Beacon Street westbound in the vicinity of 1200 Beacon Street and at the intersection of High Street and Cypress Street close to one Brookline Housing Authority's Veterans property. Additionally the grant paid for the installation of a permanent, year round location for a new station at the intersection of Harvard Street at Stedman Street along with the purchase of a new 15 bike station and 15 bikes for this location between two of our commercial districts.

When completed, this project will work toward achieving the Town's equity and sustainable transportation goals of creating year round non-motorized 1st mile/last mile connections to transit (MBTA C & D branch and 66 Bus), commercial districts, and other governmental and institutional destinations throughout the Town and region.

During the meeting, and as part of the staff memo, we indicated that to expedite the work and meet the tight deadlines of the grant, we intended to utilize our existing sidewalk contract with Richard D'Ambrosia, Inc. This extra work order closes the loop on the grant and allows us encumber the funds and pay the associated invoices.

FLOWERS AND OPERA



Project Proposal

Prepared by:

Matthew Kerstein, Simons Shoes

matthew@simonsshoes.com

617.982.9129

Objective

What the world needs now is Flowers and Opera! An evening of community, music and giving back. Take a moment to stop and smell the flowers in the heart of Coolidge Corner.

Goals

Try to establish Coolidge Corner as a destination for cultural events. Increase foot traffic and perception of the area by creating a series of summer musical performances.

Support the artists who really need gigs while calling attention to the business community in Coolidge Corner. Give back to the community after a very hard year by having a free to the public sponsored event while also encouraging people to give back to those in need by participating in the food drive. Beautify the S.S. Pierce alley, establishing the alley as a place to sit and gather, modeled after the North End, Boston. Have live Opera float down Harvard Street in the summer. Make people smile.

Project Outline

Location: S.S. Pierce Alley

Hours: 5pm - 7pm

Dates Proposed: Every last Thursday of the month June to Oct.

Participants

Brookline Food Bank

Brookline Bank

Trader Joe's

Simons Shoes

Chobbee Hoy Group

Brookline Commission for the Arts

Paris Creperie

Beacon Street Art Gallery

5.G.

Music - Kelley Hollis and members of Opera on Tap, accompanied on piano by Brookline Music School member Leah Kosch.

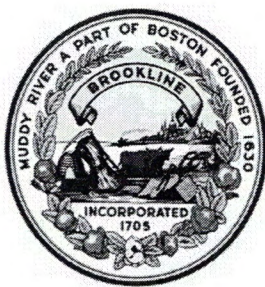
Logistics

Block off the entrance to the S.S. Pierce Alley for 3 hours creating a dead end. Place tables and chairs distanced responsibly as necessary around the upper walkway where the singers will be stationed. Set flowers and plants which will be free to take home.

Set up food drive drop off point. Two 45 minute performances of opera and popular standards start at 5 and end by 7. Clean up.

Dates:

June 24th
July 29th
Aug 26th
Sept. 23
Oct 28th



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: Matthew Kerstein

D/B/A Flowers + Opera

LOCATION: Behind SS Pierce Bldg

TELEPHONE # 617-383-1236 EMAIL ADDRESS: Michael@SimonsSHoes.com

TYPE OF ENTERTAINMENT:

(1) RADIO ☐ TAPED MUSIC ☐ JUKE BOX ☐ TELEVISION ☐

DAYS: _____ HOURS: FROM: _____ TO: _____

(2) MOVIES ☐

DAYS: _____ HOURS: FROM: _____ TO: _____

(3) DANCING ☐ PRIVATE ☐ PUBLIC ☐

DAYS: _____ HOURS: FROM: _____ TO: _____

(4) INSTRUMENTAL MUSIC ☐ TYPE OF INSTRUMENTS: _____
 #OF INSTRUMENTS _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(5) VOCAL MUSIC : ☒ #OF VOCALIST: 1

DAYS: One Thursday per Month HOURS: FROM: 5:00 TO: 7:00

(6) EXHIBITION (DESCRIBE): _____

DAYS: _____ HOURS: FROM: _____ TO: _____

(7) FLOOR SHOW (DESCRIBE): _____

DAYS: _____ HOURS: FROM: _____ TO: _____


 SIGNATURE OF APPLICANT

DATE

(*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A
 SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS
 AND REQUIRES A SEPARATE FEE OF \$100:

DANCING
 JUKE BOX
 LIVE ENTERTAINMENT



TOWN of BROOKLINE

Massachusetts

MELVIN A. KLECKNER
TOWN ADMINISTRATOR

333 WASHINGTON STREET
BROOKLINE, MASSACHUSETTS 02445
TEL. (617) 730-2211
FAX: (617) 730-2054
www.brooklinema.gov

Monday, June 21, 2021

We are pleased to present to the Select Board on Tuesday evening the community benefits that will result from the Town's hosting of the 2022 United States Open Championship at The Country Club (TCC) next June. While the US Open is an important event for professional golf, it will also provide important economic benefits to the Town and community excitement over having this world class experience come to Brookline.

Various benefits have been negotiated with the United States Golf Association (USGA) as part of the Town's host community obligations. As has been the case in prior championship events at TCC, it is proposed that a joint committee comprised of members from the Town and TCC be established to determine the best manner to allocate these benefits to support the Brookline community and to generate programming and excitement for the event. Below are the major community benefits that the US Open will provide to the Town.

Economic Impact

- Priority Brookline business program (hotels and restaurants)
- Excise taxes on hotel stays and food/beverage sales
- Priority employment and volunteer program for Brookline residents
- General tourism impact

Merchandising

- Authority to sell official USGA merchandise
- Town banner

Community Programming

- Use of complimentary ticket packages for community fundraising
- Programming community events

Community values- racial equity and environmental sustainability

- USGA commitments on hiring, contracting and operations

We propose a Community Partnership Committee of 12 members, six each from the Town and TCC. When the TCC was selected as the site of the 2022 Open several years ago, Select Board member Ken Goldstein was the Board member assigned to the project. Over the ensuing years, I continued to work with Ken on various matters relating to the US Open. I respectfully request that Ken be appointed to the committee and provide leadership for the Town. The TCC has already designated their members to the Community Partnership Committee (all residents of Brookline). They are, Kate Leness as chair, William Curry, William Goldthwait, Glenn Johnson, Kristen LaCount and Bernard Lee.

7.A.

In addition to Ken Goldstein, I recommend that the Select Board designate four members from existing Town boards that represent the various interests and expertise involved along with one member representing the business community, as follows;

- Park and Recreation Commission
- Climate Action Committee
- Economic Development Advisory Board
- Commission on Diversity Inclusion and Community Relations
- Brookline Chamber of Commerce

The Board is also encouraged to designate one of its own members to serve as a liaison to the Community Partnership Committee.

Please find attached a proposed Charge to the Community Partnership Committee. We look forward to discussing this with you on Tuesday and to begin the work necessary to have a successful event in 2022.

DRAFT CHARGE
2022 US OPEN COMMUNITY PARTNERSHIP COMMITTEE

The Select Board of the Town of Brookline, hereby establishes the 2022 US Open Community Partnership Committee and authorizes this Committee to:

- Propose programs and initiatives relating to the 2022 US Open that will promote and benefit the Town of Brookline, its businesses, organizations, communities and citizens; will result in an event that is fun and entertaining; and will enhance the event in ways that build community.
- Provide a framework for understanding the 2022 US Open in cultural and historical context.
- Propose guidelines for supporting diversity and inclusion at the 2022 US Open.
- Propose priorities for part-time employment, non-profit fundraising and volunteer opportunities at the 2022 US Open.
- Propose guidelines for minimizing carbon emissions, energy consumption and solid waste impacts from the 2022 US Open.
- Plan initiatives that maximize the potential of the 2022 US Open as a community event; (2) further enhances the long-term partnership between The County Club and the Town of Brookline; and are inclusive and reflective of the diversity and values of the Brookline community.



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

June 12, 2021

Select Board
 Town Hall – 6th Floor
 333 Washington Street
 Brookline, MA 02445

Dear Select Board Members:

The Department of Public Works has completed a review of all snow and ice control expenditures for the 2020 – 2021 winter season. The Department responded to 50.5 inches of total snowfall over 21 events, most of which occurred in December and February. The season was unusually long starting with the first snow event on October 30, 2020, and culminating with the last snow event on April 17, 2021. As you may recall, the Town Administrator authorized the expenditure for snow and ice control in excess of the FY2021 available appropriation pursuant to the provisions of Chapter 44, section 31D on December 31, 2020. The completed review has indicated that the total deficit for employee overtime, equipment maintenance, equipment rental services, snow and ice supplies and motor vehicle supplies is \$1,021,291.

A further review of all Department accounts (excluding the Water & Sewer Enterprise) has also indicated that a surplus of \$170,000 exists within the wages and salaries accounts. Application of these funds by internal transfer to the snow and ice overtime account as detailed on the attached Appropriation Transfer Request will leave a deficit balance of \$851,291.

The Department of Public Works respectfully requests your consideration and approval of the attached Request for Appropriation Transfer in the amount of \$170,000 and the attached Reserve Fund Transfer in the amount of \$851,291 for transmittal to the Advisory Committee for further approval as required.

Sincerely,

Erin Chute Gallentine
 Commissioner of Public Works

Cc: Melvin Kleckner, Town Administrator
 Melissa Goff, Deputy Town Administrator
 Advisory Committee



9.A.
TOWN OF BROOKLINE

REQUEST FOR RESERVE FUND TRANSFER

To the Select Board:

DATE: June 16, 2021

It is hereby requested that you approve and transmit to the Advisory Committee the following Reserve Fund Transfer:

DEPARTMENT: Department of Public Works

TOTAL TRANSFER REQUESTED: \$851,291

ORG. #: <u>42004230</u>	ACCT. #: <u>510300</u>	AMOUNT: <u>144,411</u>
ORG. #: <u>42004230</u>	ACCT. #: <u>522070</u>	AMOUNT: <u>12,276</u>
ORG. #: <u>42004230</u>	ACCT. #: <u>523070</u>	AMOUNT: <u>1,649</u>
ORG. #: <u>42004230</u>	ACCT. #: <u>524010</u>	AMOUNT: <u>360,893</u>
ORG. #: <u>42004230</u>	ACCT. #: <u>533210</u>	AMOUNT: <u>188</u>
ORG. #: <u>42004230</u>	ACCT. #: <u>534110</u>	AMOUNT: <u>151,826</u>
ORG. #: <u>42004230</u>	ACCT. #: <u>534220</u>	AMOUNT: <u>3,930</u>
ORG. #: <u>42004230</u>	ACCT. #: <u>534230</u>	AMOUNT: <u>174,600</u>
ORG. #: <u>42004230</u>	ACCT. #: <u>558005</u>	AMOUNT: <u>1,518</u>

DESCRIPTION (or attach memorandum):

Pursuant to the adoption of Chapter 44, section 31D of Massachusetts General Law by the Town
Administrator, the Department of Public Works has incurred additional budget expenses of
\$1,021,291 for snow and ice control for the winter of 2020 – 2021. Internal DPW transfers of
\$170,000 from surplus salaries have reduced the Reserve Fund Transfer request to \$851,291.
(See attached memorandum to Select Board)


DEPARTMENT HEAD

APPROVED:

_____	_____
_____	_____

SELECT BOARD

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 5/10/2021 3:57 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Raj K Dhanda
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	[REDACTED]
Email	[REDACTED]
Application for specific Board/Commission?	Police Commissioners Advisory Committee
What type of experience can you offer this Board/Commission?	As a 50 year resident in Brookline, an immigrant, person of color, business owner I bring to the commission wide range of perspective which will help in executing the recommendations of the reform committee.
What type of issue would you like to see this Board/Commission address?	For a very long time there has been the issue of how the police department has handled issues of its conduct with minority citizens of Brookline I would like to see that by implementing the reform committee report I could help address those issues.
Are you involved in any other Town activities?	No, I am not in any other committee or boards.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 5/12/2021 12:11 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Kimberley Richardson
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	[REDACTED]
	[REDACTED].com
Application for specific Board/Commission?	Police Commissioners Advisory Committee
What type of experience can you offer this Board/Commission?	I have worked for the Commonwealth of Massachusetts for over 25 years, within the Trial Court Department and the District Attorney's Office. I have experienced all sides of the criminal justice system from policing, prosecuting, defending and working with judges. I have a Bachelors in criminal justice and a Masters in Social Work and I believe that my educational experience will also bring another perspective to the table.
What type of issue would you like to see this Board/Commission address?	I would like the Commission to address all aspects of policing through a lens of racial justice, social justice. I would like the Commission to be conscious about equity and inclusion as it a very important role in policing.
Are you involved in any other Town activities?	I am a TMM Precinct 2, Reimagining Policing Task force Member, and on the Boston Housing Authority working group
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Resume Richardson Revised.docx

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KIMBERLEY RICHARDSON

Professional Experience

Judicial Secretary 1997-PRESENT
 Roxbury Division of the Boston Municipal Court
 Roxbury, MA
 Secretary to the First Justice
 Back-up Payroll Coordinator, cross trained in HRCMS and MMARS
 Record time and attendance calendars for court, process travel vouchers for Justices
 Compose various correspondences
 Provide administrative support to various departments
 Maintain records of office equipment inventory
 Provide technical assistance to other personnel

ADMINISTRATIVE ASSISTANT

Suffolk County District Attorney's Office 1995-1997
 Boston, MA
 Provide Administrative Support to Various Units,
 Chief of Operations, Chief of Investigators and Office Manager

SOCIAL WORK EXPERIENCE

Boston GLASS 2020-2021
 In Home Therapy (Intern)
 Create safety plan for families; Write Progress Notes
 CBHI and CANS Certified; Assist clinician with CANS, COMPs, and Treatment Plan
 Provide Therapeutic Support to Families through Art Therapy
 Use Strength Based Approach to assist families in finding their own strength
 Collaborate with Collateral Contacts

Children Services of Roxbury 2019-2020
 In Home Therapy (TT&S Intern)
 Create safety plan for families; Write Progress Notes
 CBHI and CANS Certified; Assist clinician with CANS, COMPs, and Treatment Plan
 Provide Therapeutic Support to Families through Art Therapy
 Use Strength Based Approach to assist families in finding their own strength
 Collaborate with Collateral Contacts

LEADERSHIP EXPERIENCE

Roxbury Court Choice Program, Board Member
 Participate in monthly collaborative meetings to discuss the needs of probationers who participate in
 Roxbury's intensive probation program for young offenders
 Collaborated with different agencies in order to provide resources for participants in the Program

EDUCATION

MSW CANDIDATE 2018-2021
Boston University Boston, Massachusetts

BACHELOR OF ARTS, CRIMINAL JUSTICE 2014-2017
University of Massachusetts, Boston Boston, Massachusetts
Magna cum Laude

10.B.

Dean's List

Alpha Phi Sigma, National Criminal Justice Honor Society

Golden Key International Honor Society

CRIMINAL JUSTICE AND PARALEGAL STUDIES

Roxbury Community College

Dean's List

1999-2001

Roxbury, Massachusetts

CERTIFICATE OF COMPLETION

YMCA Training Inc.

Professional Job Training Program

1995-1996

Boston Massachusetts

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 5/10/2021 10:39 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Paul Yee
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	NA
Email	[REDACTED]
Application for specific Board/Commission?	Police Commissioners Advisory Committee (PCAC)
What type of experience can you offer this Board/Commission?	Have worked in the criminal justice system as a prosecutor, defense attorney and judge
What type of issue would you like to see this Board/Commission address?	Assist Select Board in implementing the recommendations of the Task Force to Reimagine Policing and Police Reform Comm
Are you involved in any other Town activities?	Member of Committee on Policing Reforms and subcommittee chair of Civil Rights, Militarization, and Mass Events
Do you have time constraints that would limit your ability to attend one to two meetings a month?	no
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	YeeResume.2020.pdf

Email not displaying correctly? [View it in your browser.](#)

PAUL M. YEE

[REDACTED]

[REDACTED]

[REDACTED]

BAR MEMBERSHIP

Massachusetts, (December 1974)(Retired status)
New York (October 1975)(Retired status)

EDUCATION

Suffolk University Law School, Boston, Massachusetts June 1974 J. D.
Northeastern University, Boston, Massachusetts June 1971 B. Sc. in Pharmacy
Boston Latin School, Boston, Massachusetts June 1966

WORK EXPERIENCE

Associate Justice, Massachusetts Trial Court, District Court Department, Quincy
District Court, Quincy, MA November 2009 to October 2018
Presided as a judge in all matters within the jurisdiction of the district
court including criminal and civil matters whether jury or jury-waived
trials, domestic restraining/harassment prevention orders, mental
health/alcohol or substance abuse commitments, and traffic law citations.

Attorney, Law Office of Paul M. Yee, 10 Tremont Street, Boston, MA April 1986
to November 2009
Practiced law as a solo general practitioner with emphasis on litigation, civil
and criminal.

Assistant District Attorney, Suffolk County District Attorney, Boston, MA May
1981 to April 1986
Appeared on behalf of the Commonwealth of Massachusetts in the
prosecution of criminal matters in the superior court and various district
courts.

Senior Attorney, Boston Housing Authority, Boston, MA October 1977 to April
1981
Represented the fourth largest housing authority in the United States
before state and federal administrative agencies and courts in litigation in
areas such as eviction, sanitary code violations, employment and housing
discrimination, civil rights violations, and construction contract disputes.

Attorney, Brooklyn Legal Services Corporation "A", Brooklyn, NY August 1974
to October 1977
Represented individual indigent clients through a federally funded legal
services office, both as a Reginald Heber Smith Community Lawyer
Fellow and later as a staff attorney.

Staff Night Pharmacist, Newton-Wellesley Hospital, Newton, MA May 1981 to
October 1986

Staff Pharmacist, Robert B. Brigham Hospital, Boston, MA September 1971 to
May 1974 (Registered Pharmacist in Massachusetts)

OTHER RELEVANT EXPERIENCE

Mediator, Brookline, MA (May 2018 to the Present)

Mediator, Suffolk and Norfolk Superior Court Mediation Program, Boston, MA
(December 1988 – 2002)

Volunteer Mediator, Boston Municipal Court Mediation Program, Boston, MA
(July 1980-April 1981)

PERSONAL

Birth Date: October 20, 1948

Marital Status: Married

Language: Chinese (Toisanese dialect)



Planning Board

(as of June 18, 2021)

MEMBERS:

Steven Heikin, Chair.....Term expires 2020

Linda Hamlin.....Term expires 2023

Robert Cook.....Term expires 2022

Mark J. Zarrillo.....Term expires 2022

Blair Hines.....Term expires 2019

Matthew Oudens.....Term expires 2019

VACANCY.....Term expires 2021

PLANNING BOARD APPOINTMENTS ARE 5 YEAR TERM

Shelly Chipimo interview for appointment 5/25/21

David Deininger interviews for appointment 5/25/21

Steve Heikin interviews for reappointment 6/22/21

Matthew Oudens waiting on interview availability

Blair Hines waiting on interview availability

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 8/3/2020 3:52 PM

To: Devon Williams <dwilliams@brooklinema.gov>

Committee Reappointment Interest Form

Date	8/3/2020
Name	Steven A Heikin
Street Address	[REDACTED]
Zip	[REDACTED]
Preferred Phone #	[REDACTED]
Committee you are a member of?	Planning Board; Chair since Fall 2018
List of accomplishments in the last 3 years.	Ongoing review of Special Permit, Variance, facade improvement, and signage projects; Planning Board designee to HAB; development of guidelines for Planning Board Review of Deadrick projects; member of Newbury Zoning Committee and Architectural Subcommittee; member of Joint Planning Board/Preservation Commission Beacon Street Design Guidelines Subcommittee; member of Pierce School Building committee; chair of numerous DATs. Recently named Trustee of Brookline Community Foundation; chair of BCF Building Committee.
Future Goals	Proactive involvement in updating zoning in commercial districts and transit corridors to encourage mixed-use development and more affordable and multifamily housing; -- per recommendations of Housing Production Plan; considering implementing linkage program in Brookline; addressing fossil-fuel free goals of WA 21 in a legally acceptable form.
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

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**Park and Recreation Commission
(As of 6/18/21)**

MEMBERS:

John Bain, Chair.....Term expires 2022 reappointed 7/14/20

Nancy O'Connor, Vice Chair.....Term expires 2020

Clara Batchelor.....Term expires 2020

James Carroll.....Term expires 2021 reappointed 9/3/19

Daniel Lyons.....Term expires 2020

Antonia Bellalta.....Term expires 2021 reappointed 9/3/19

Wendy Sheridan.....Term expires 2022 reappointed 7/14/20

Stewart Silvestri interviews for appointment 6/22/21

John Pan interviews for appointment 6/22/21

Clara Batchelor interviews for reappointment 6/29/21

Nancy O'Connor interviews for reappointment 6/29/21

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Sun 5/16/2021 6:31 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Stewart Silvestri
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	Park & Recreation
What type of experience can you offer this Board/Commission?	Former Head of Brookline Little League for several years. Also a past Co-Pres of BHS PTO. Responsible for re branding of school logo and school colors
What type of issue would you like to see this Board/Commission address?	Assist the town athletic programs to bring all of the Rec, school and and private programs under one umbrella. The goal is to improve the athletic experience for our youth including the over 1,000 BHS athletes competing in over 40 Varsity sports.
Are you involved in any other Town activities?	Not at the moment
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	SLS Park and Rec doc 05 2021.pdf

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Objective

To join the Brookline Park and Recreation Commission

Education

Lyndon State College, Lyndonville, VT
Bachelor of Science in Business Administration

1979-1983

Experience

Unlimited Sotheby's Realty, *Brookline, MA*

January 2019-Present

- Real Estate Sales

Business Consultant, *Lynn, MA*

Xtreme Silkscreen (Lynn, MA)

August 2105 - Dec 2018

- Goal is to create better system and process to grow annual business from the current \$900k per year to 1.5 million over next 3 years.
- Analyze sales process including walk ins, email and web orders. Enhance the web order system and divert all orders to web. This creates better order tracking and workflow and reduces workload on Art Dept.
- Acquire working capital for new equipment to increase output.
- Produced workflow system for employees to reduce downtime between jobs and increase order output.

Business Analyst, *Boston MA*

Norfolk Financial Corp (Boston, MA)

June 2007 - August 2015

- Coordinated purchases and sales of non-performing consumer debt. Helped to developed a new database system by which to measure and track client media coverage
- On going analysis of debt portfolio using Excel and Oracle database

Financial Consultant, *Boston MA*

Morgan Stanley (Boston, MA)

July 1987 - May 2007

- Developed \$30 mill book of business.
- On going analysis of client portfolios using Excel and other tools
- Provided full service financial planning for 300+ clients

Activities & Family

Director Brookline Youth Baseball 2011-2016

Co-President Brookline High School PTO 2013-2015

Volunteer Ski Ambassador at Cannon Mountain, Franconia, NH 2006-Present

US Naval Academy Sailing Instructor - Annapolis MD

Completed 3 Boston Marathons to benefit Dana Farber Cancer Institute and Boston Children's Hospital 2005-2007

Member of 1995 Young America America's Cup Sailing Team (San Diego, CA)

Member of 1987 Stars & Stripes winning America's Cup Sailing Team (Perth, Western Australia)

Married for 30 years to Pamela DiPiro a physician at Dana-Farber. We have three children: Sarah, 24, a grad of the Univ Michigan, now working in NYC.. Stewie, 22, a Junior at Northeastern University and Mia, 19 freshman at Tufts University. We have lived in Brookline since 1992.

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 5/17/2021 8:43 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	John Pan
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	[REDACTED]
Email	[REDACTED]
Application for specific Board/Commission?	Park and Recreation Commission
What type of experience can you offer this Board/Commission?	I have a background in management consulting, having previously worked at McKinsey & Company and an MBA from the Wharton School. I have been a Brookline resident since 2007, and have 3 children who use many of the park and recreation locations throughout the town.
What type of issue would you like to see this Board/Commission address?	Construction of an indoor hockey rink. Improving the golf course. Facilitating rising sports (e.g., paddle tennis, pickle ball)
Are you involved in any other Town activities?	No
Do you have time constraints that would limit your ability to attend one to two meetings a month?	I work fairly regular hours, so evenings would be better for me, especially if in person meetings are required.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	<i>Field not completed.</i>

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10.B.

Neighborhood Representatives to the Cannabis Mitigation Advisory Committee

(As of 6/18/21)

From the Brookline Village neighborhood:

Matthew Hyatt, 87 Walnut Street -- 3 year term (expiring 2023)

Ana Otero, 12 White Place -- 2 year term (expiring 2022)

Alison Plante, 102 Walnut Street -- 1 year term (expiring 2021)

From the Coolidge Corner neighborhood:

Danny Stone -- 2 year term (expiring 2022)

VACANCY – 3 year term (expiring 2024)

Bruce Levin, 20 Webster Street #703 – 3 year term (expiring 2023)

Amy Newell interviews for appointment 6/22/21

Sean Leckey applied and waiting for interview availability

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Fri 5/7/2021 10:37 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Amy I Newell
Address	
Home Phone	
Work Phone	Field not completed.
Email	amy.newell@gmail.com
Application for specific Board/Commission?	Cannabis Mitigation Advisory Committee
What type of experience can you offer this Board/Commission?	I am a medical marijuana user and a long-time Brookline resident.
What type of issue would you like to see this Board/Commission address?	prioritizing minority owned businesses and addressing public safety in a responsible way that does not involve over-policing
Are you involved in any other Town activities?	I keep up with local government and give public comment on issues important to me
Do you have time constraints that would limit your ability to attend one to two meetings a month?	no
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

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BROOKLINE COMMISSION ON DISABILITY

Saralynn Allaire, Chairperson.....	2021
James Miczek, Deputy Chairperson.....	2021
Henry Winkelman.....	2020
Myra Berloff.....	2020
Jim Lee.....	2022
Robert Heist.....	2018
Ann Kamensky.....	2018
Joan Mahon.....	2017
Elaine Ober.....	2017
Heather Hamilton, Select Board Member Representative	

NEW APPLICANTS

Shonali Gaudino interviews for appointment 6/22/21

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Sun 5/2/2021 10:34 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Shonali Gaudino
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	Would be open to others, but interested in: PARK AND RECREATION COMMISSION, COMMISSION FOR WOMEN, COUNCIL ON AGING, BROOKLINE COMMISSION ON DISABILITY, ADVISORY COMMITTEE ON PUBLIC HEALTH
What type of experience can you offer this Board/Commission?	I am a licensed Occupational Therapist working for the Spaulding Rehab Network for over 10 years, and am Board Certified in Gerontology. I now work as a project manager in Spaulding's education department. I have lived in Brookline for almost 15 years and have had 2 dogs and a foster dog during that time. My career has helped me develop strong change management skills and organizational strategic thinking and I am eager to apply these skills in my own neighborhood.
What type of issue would you like to see this Board/Commission address?	I am relatively young and new to the world of local government so I am interested in listening and learning. That being said, I live in the Boylston Street corridor and am acutely aware that there is much change happening in Brookline! I would like to be a part of the voice that protects our green spaces, accessibility for seniors, and programming that is inclusive of all people. Most importantly, I would like to be involved as I believe the Davis footbridge and the Boylston Street park are both up for refresh in the next few years.
Are you involved in any other Town activities?	Not at this time.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No; with advanced notice I can arrange my work schedule around town meetings.
IF RELEVANT, YOU CAN ATTACH OTHER	Gaudino CV 2021.docx

MATERIALS (RESUME,
NEWSPAPER, MAGAZINE,
OR JOURNAL ARTICLE,
ETC.)

Email not displaying correctly? [View it in your browser.](#)

SHONALI GUPTA GAUDINO, OT, BCG

EDUCATION

BOSTON UNIVERSITY, SARGENT COLLEGE
Master of Science in Occupational Therapy

Boston, MA
January 2010

- Elected Class Representative
- Elected Student Delegate to AOTA National Conference
- Selected by faculty to represent MSOT program in multimedia feature on Sargent website
- Two teaching assistant positions

UNIVERSITY OF ROCHESTER
Bachelor of Arts

Rochester, NY
May 2007

Brain and Cognitive Sciences & Psychology majors, Certificate in Management Studies

PROFESSIONAL EXPERIENCE

SPAULDING REHABILITATION NETWORK

Boston, MA

Partners eCare Training & Access Manager

2016 - Present

- Responsible for medical record education and systems access for all Spaulding employees
- Highlights
 - Cultivated relationships with hundreds of managers across Spaulding network and eCare leaders across Mass General Brigham
 - Developed and sustained innovative forums to inspire staff engagement and collaboration across multiple sites and disciplines
 - Led education aspects of system improvement projects with focus on quality of patient care
 - 2017 – 2018: Led transition from implementation project to steady program model including reduction of new hire onboarding hours, conversion from classroom content to self-paced eLearnings, reduction in number of training staff, and shift in services to system optimization and learning programs for existing staff
 - 2016 – 2017: Managed 23 credentialed trainers in teaching Epic electronic health record to 3000 employees for initial system launch with focus on outcomes at 97% training completion rate by date of go-live; Grew trainers' communication skills and their ability to effectively teach adult learners

Partners eCare Credentialed Trainer

2015 - 2016

- Taught Epic electronic health record to MGH nursing staff for system go-live

Occupational Therapist, Advanced Clinician, Acting Manager

2010 - 2015

- Full time occupational therapist for mixed adult population at a 120-bed Skilled Nursing Facility
- Highlights
 - July - Sept 2014: Rehab Department Acting Manager; Managed 14 full time employees plus per diem staff
 - Clinical Education Program Coordinator
 - Founding member of interdisciplinary team to improve transitions of care for complex patients; developed best practices, increased emphasis on team and family communication

10.B.

- Established and managed departmental journal club
- Mentored entry-level occupational therapists within the department
- Inaugural graduate of Clinical Scholars Program: Conducted retrospective study on urinary incontinence and functional outcomes
- Member of network-wide Stroke Consortium

COMMUNITY EXPERIENCE

BOSTON UNIVERSITY, SARGENT COLLEGE 2015 - Present
Annual guest lecturer for MSOT program; Topics include occupational therapy practice in skilled nursing facility settings, occupational therapy treatment in older adults, and regulations and policies impacting care in older adults

MGH INSTITUTE OF HEALTH PROFESSIONS August 2020 - Present
Researcher on systematic review of sensory assessments; Primary investigator Isha Vora, MS, OT

HONORS & AWARDS

Recipient of four 'Partners in Excellence' awards for leadership and participation in development programs

Recipient of two individual 'Partners in Excellence' awards for demonstrating *Leadership and Innovation*

Outstanding Fieldwork Educator Award, New England Occupational Therapy Education Council

LICENSES & CERTIFICATIONS

Board Certification in Gerontology, American Occupational Therapy Association

Management Fundamentals Certificate, MGB Professional Development Series

Epic Credentialed Trainer: ClinDoc application

Licensed Occupational Therapist, Massachusetts Board of Allied Health Professionals, Expires 2/4/2022

MEMBERSHIPS & AFFILIATIONS

Massachusetts Association of Occupational Therapy

American Occupational Therapy Association

INTERPERSONAL & LEADERSHIP VALUES

Continuous self-assessment and education

Structured staff engagement opportunities including scheduled team and 1:1 meetings

Fostering innovation and empowering initiative in team members

Excellent listening and written/verbal communication skills

TECHNICAL SKILLS

- Epic EHR Systems

Intermediate knowledge across multiple Epic applications including: EpicCare Inpatient, EpicCare

10.B.

Ambulatory, Cadence, Orders, ADT

- Microsoft Excel
 - Use of pivot tables, VLOOKUPs, and data validation to analyze several facets of training program data to inform programming decisions and communicate with key stakeholders
- Microsoft Word, PowerPoint & Visio
 - Use of automated table of contents, SmartArt, mail merge, master slides, graphs and charts to create engaging training material templates and content; extensive use of review tools to edit and provide collaborative feedback on content created by team members
- Microsoft Outlook
 - Use of task management system and calendar tools to organize large numbers of varied responsibilities
- Microsoft SharePoint
 - Broad use of SP webparts to create engaging and multimodal communication platform, including videos via Microsoft Stream
- Microsoft Teams
 - Use of private channels, file storage, and task list to develop a culture of collaboration amongst training staff
- Use of several information system platforms to facilitate EMR access including:
 - ServiceNow, PeopleSoft, Oracle Identity Management system
- HealthStream Learning Management System
 - Use of course builders, transcripts and class scheduling to create and track student learning
- Host virtual meetings using several video communication platforms including: Zoom, Skype for Business, WebEx, Teams
- Beginner in Adobe Captivate and Articulate Storyline for development of interactive eLearning content
- Bengali: conversational

REFERENCES AVAILABLE UPON REQUEST



Preservation Commission

(As of June 18, 2020)

MEMBERS:

David KingTerm expires 2022

Wendy Ecker..... Term expires 2022

Elton Elperin, Chair..... Term expires 2023

James Batchelor..... Term expires 2023

Peter Kleiner..... Term expires 2021

David Jack..... Term expires 2023

Richard Panciera, Vice Chair..... Term expires 2021

ALTERNATES

Elizabeth Armstrong Term expires 2023

Vacancy Term expires 2021

Vacancy Term expires 2022

John Spiers Term expires 2024

Recent Activity

David King interviewed for reappointment 11/17/20

Elizabeth Armstrong interviewed for reappointment 11/19/20

James Batchelor interviews for reappointment 12/1/20

Elton Elperin interviews for reappointment 12/1/20

Wendy Ecker interviews for reappointment 12/1/20

David Jack interviews for reappointment 12/1/20

John Spiers interviews for appointment 12/11/20

Alex Villaneuva interviews for appointment 6/22/21

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 5/27/2021 9:49 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Alex Villanueva
Address	
Home Phone	
Work Phone	
Email	
Application for specific Board/Commission?	Preservation Police Commissioner
What type of experience can you offer this Board/Commission?	I was heavily involved in governance at the University of Illinois and Boston University. I am a historian by training I have experience working as a special deputy in upstate NY
What type of issue would you like to see this Board/Commission address?	I'd like the preservation board to be more forward and public regarding potential changes and applications so the community and provide timely feedback. I'd like to see the police commissioner continue to have open dialogue about changes to policing practices that ensure safety but reflect new attitudes towards policing
Are you involved in any other Town activities?	No
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Villanueva Resume_March 2021.pub.pdf

Email not displaying correctly? [View it in your browser.](#)

10.B.

Commission for the Arts Summary

Caroline Bowden - 08/31/2022 (plus 3 more years on renewal)

Betsy Frauenthal - 08/31/2020 (She's the treasurer and I kept her until I can find a replacement post covid)

Daniel Gostin - 08/31/2021

Donna Hollenberg - 08/31/2021

Courtney McGlynn - 08/31/2021

Peg O'Connell - 08/31/2021 (can renew for 3 more years)

Stan Trecker - 08/31/2022 (can renew for 3 more years)

The BCA is seriously in need of more members. The maximum term commissioners can serve (per state law) is 6 and the minimum number of members required is 5.

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 5/5/2021 11:26 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Beth Boucher
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	Commission for the Arts
What type of experience can you offer this Board/Commission?	I can offer breadth of experience as an artist, writer, interior and prop stylist, and musician, and my current passion is painting. I also have experience serving for 2 years on Baker Grants Committee. For professional resume, please visit http://beth-boucher.squarespace.com/about
What type of issue would you like to see this Board/Commission address?	Diversity of all kinds - in artists, style, and work.
Are you involved in any other Town activities?	No.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

Email not displaying correctly? [View it in your browser.](#)



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS
WATER & SEWER DIVISION

Erin Chute Gallentine
 Commissioner

Frederick W. Russell, PE
 Director

June 14, 2021

Select Board
 Town Hall
 333 Washington Street
 Brookline, MA 02445

As the final part of the fiscal year 2022 budget process, the Department of Public Works has examined the rate structures for water, sewer and fire service charges to provide for full cost recovery of the Water and Sewer Enterprise. The rate setting process is based on the projected FY2022 budget expenditures, including MWRA wholesale assessments, and the estimated water consumption and sewer use.

In FY20 the Water & Sewer Director and Rates Task Force created a new rate structure with the goal to promote revenue sufficiency, stability, conservation, and affordability. The water and sewer rate structure included a quarterly base charge which increases with the customer's meter size, a two-tiered block rate for single-family residential consumption, and uniform volumetric rates for non-single-family water consumption and a uniform sewer rate.

The budget for the water and sewer enterprise has increased by approximately 5.1% for FY2022 due mainly to increases in MWRA assessments and debt service. In order to continue to fully fund the enterprise budget, revenues must match expenditures. Therefore, to maintain the water and sewer enterprise budget for FY2022 a revenue increase of 5.4% is being proposed compared to last year's rates. The difference in the .3% is based upon projected decrease in consumption back to pre-Covid usage.

The Department also recommends maintaining the Elderly Exemption Program that provides a 50% discount to the base charge for seniors that are eligible for the property tax exemption allowed by MGL Chapter 59, Section 5, Clause 17D and 41C with the added requirement that the person applying must be the named payer of the water and sewer bill. This recommendation is detailed in the attached *Water/Sewer Exemption for Eligible Seniors* and appears in the attached proposed vote to support the water and sewer enterprise fund.

Sincerely,

Erin Chute Gallentine
 Commissioner of Public Works

RECOMMENDED VOTE FOR FY22 WATER & SEWER RATES

VOTED:

(1) To approve the following quarterly Water and Sewer rates effective July 1, 2021:

Water Rate: Single Family Residential Customers

\$2.81 per hundred cubic feet (hcf) for all use up to 18 hcf

\$7.02 per hundred cubic feet (hcf) for all use greater than 18 hcf

All Other Customers

\$5.61 per hundred cubic feet (hcf) for all use

Sewer Rate: \$8.40 per hundred cubic feet (hcf) for all use

(2) To approve the quarterly Base Charge based on meter size according to the following schedule effective July 1, 2021:

<u>Meter Size (in inches)</u>	<u>Quarterly Water Base Charge</u>	<u>Quarterly Sewer Base Charge</u>
0.625	\$31.94	\$31.94
0.75	\$45.25	\$45.25
1	\$77.19	\$77.19
1.5	\$154.36	\$154.36
2	\$247.51	\$247.51
3	\$463.08	\$463.08
4	\$769.14	\$769.14

(3) To approve the quarterly Irrigation rate at \$5.61 per hundred cubic feet (hcf) effective July 1, 2021.

(5) To approve the annual Fire Service Charge at \$20 per inch-diameter squared of fire service pipe size effective July 1, 2021.

(6) To adopt a Senior Water and Sewer Rate Discount Program in an amount equivalent to 50% of the water and sewer base charge for eligible ratepayers, with eligibility for said program determined by eligibility for Property Tax Exemptions allowable under Massachusetts General Laws Chapter 59, Section 5, Clauses 17D, 41A, 41C and the Senior Work-off Tax program.

(7) The above votes are set under Massachusetts General Laws, Chapter 40, Section 22F.



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Water/Sewer Exemption for Eligible Seniors

Are you 65 or older and having trouble paying your water and sewer bill? You may be eligible for rate relief. Please contact the Assessor's Office at 617-730-2060 for information.

- Modeled after the Clause 17D and 41C Property Tax Exemptions
- Eligible ratepayers will receive a 20% reduction in their Water and Sewer bills
 - 17D Eligibility Requirements
 - Must be 70 years old
 - Must own and occupy the property for 5 years
 - Whole estate (value of assets), excluding domicile, cannot exceed \$61,620¹
 - No annual income limitation
 - Surviving spouses and surviving minors are eligible
 - 41C Eligibility Requirements
 - Must be 65 years old
 - Must own and occupy the property for 5 years
 - Must have resided in Massachusetts for at least 10 years
 - If Single:
 - Gross income cannot exceed \$23,784 ², excluding SSI allowance
 - Whole estate (value of assets), excluding domicile, cannot exceed \$47,566
 - If Married:
 - Gross income cannot exceed \$35,675 ³, excluding SSI allowance
 - Whole estate (value of assets), excluding domicile, cannot exceed \$65,404⁴
- To be eligible, must be the named payer on the Water & Sewer Bill for the unit eligible for the tax exemption

¹ This amount is increased annually by a Cost of Living Adjustment (COLA) established by the State Department of Revenue. The new amount takes effect on July 1st of each year.

² Same as #1

³ Same as #1

⁴ Same as #1

TOWN OF **BROOKLINE**



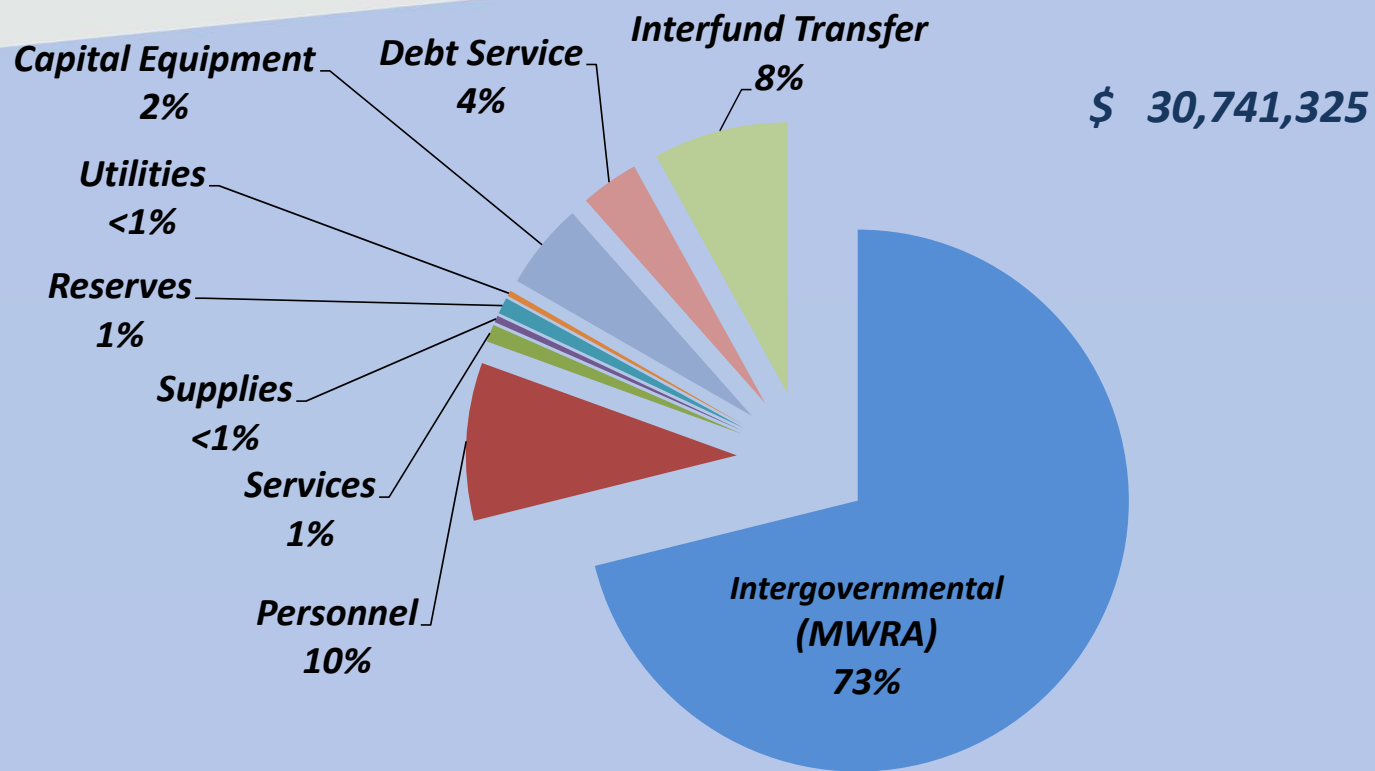
FY22 Water and Sewer Rates Presentation

June 22, 2021

Erin Gallentine
Commissioner of Public Works

Frederick W. Russell, PE
Director of Water & Sewer

FY22 Water & Sewer Rates:



FY22 Water & Sewer Rates:

MAJOR INCREASES:

• Personnel	\$ 51,967
• MWRA Assessment:	\$1,008,959
• Debt Service:	\$277,607

Proposed increases represent a 5.1% budget increase compared to FY21



FY22 Water & Sewer Rates:

MWRA ASSESSMENT:

The prime factor the MWRA weighs to set community assessments is its percent share of the system;

Boston Water & Sewer Commission (BWSC), which accounts for more than one-third of the MWRA system, was impacted more than any other community due to the COVID-19 pandemic;

BWSC percent share of the MWRA system fell nearly 7.5%, while most other communities percent share rose;

Average assessment increase for fully serviced MWRA communities, other than BWSC, was 5.4%

Brookline's increase is 4.9%



FY22 Water & Sewer Rates:

GOALS:

- WATER:
 - › Year 3 of 5 year Water Distribution CIP aimed at increasing reliability and fire flows
- SEWER:
 - › Year 5 of the 16 year Wastewater System Improvements CIP aimed at reducing inflow and infiltration
- STORMWATER:
 - › Continue planning and investigations for compliance with the Municipal Separate Storm Sewer System (MS4) Permit aimed at reducing phosphorus loads



FY22 Water & Sewer Rates:

FY 22 Projected Revenues:

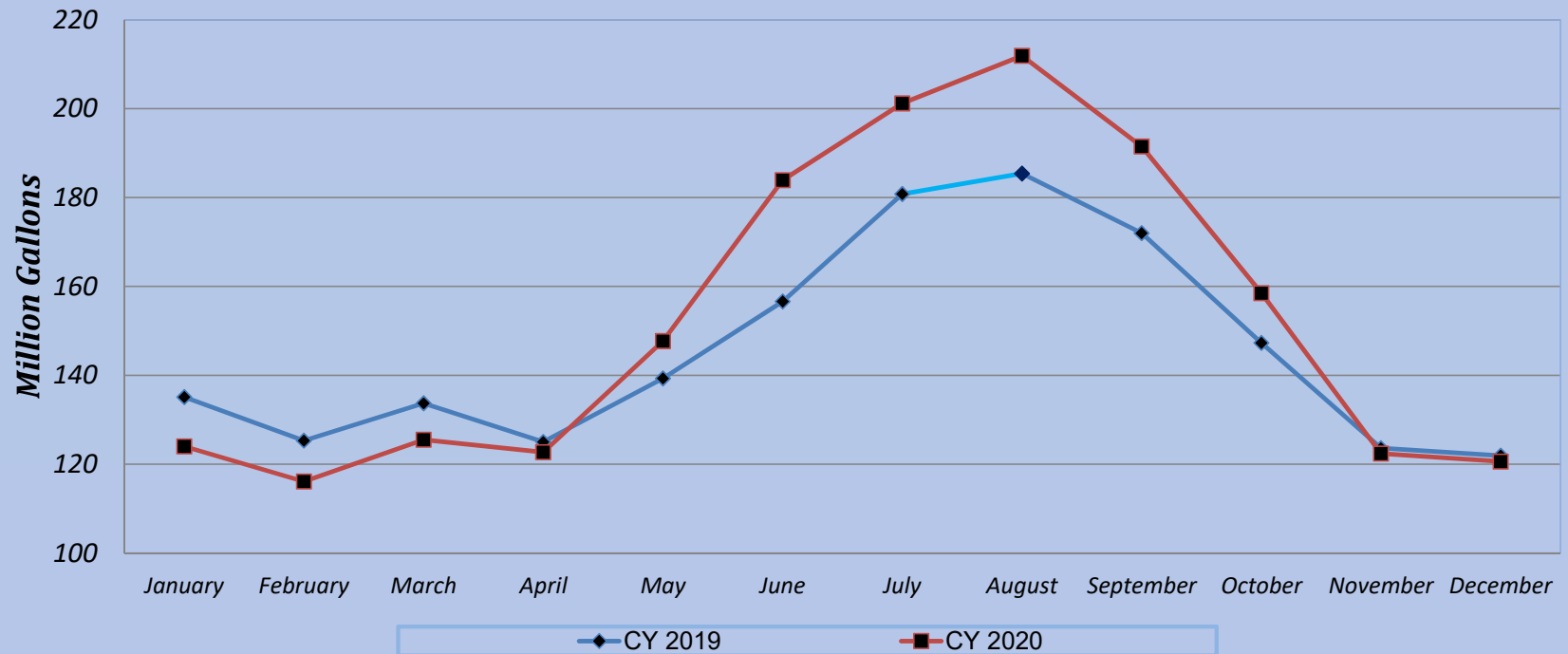
The COVID-19 pandemic has dramatically changed society and consumer behaviors. These changes have resulted in different consumption patterns, including an increase in single family residential consumption and revenues as customers stay home, along with decreased non-residential consumption and revenues, as workplaces and venues are left largely vacant.



FY22 Water & Sewer Rates:

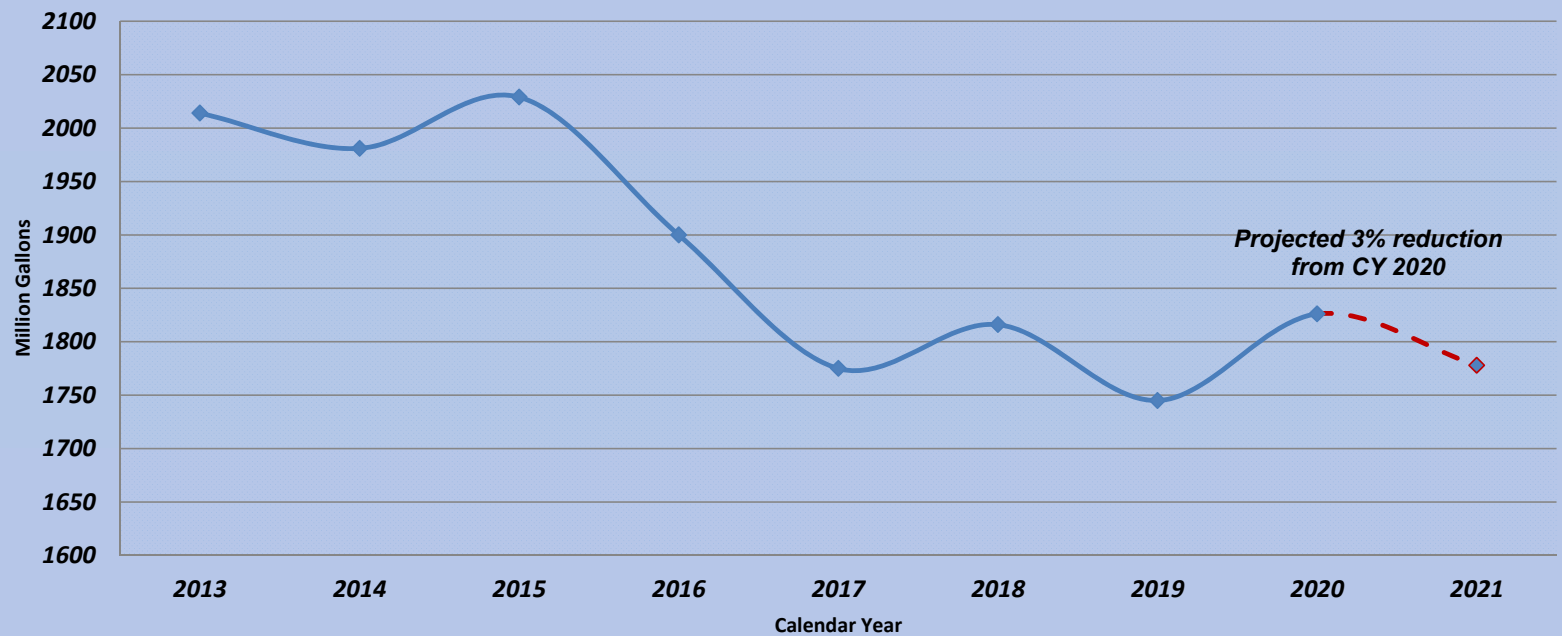
FY 22 Projected Revenues:

Brookline Water Consumption CY19 vs. CY20



FY22 Water & Sewer Rates: FY 22 Projected Revenues:

Brookline Water Consumption



FY22 Water & Sewer Rates: Irrigation:

At last year's Water & Sewer Rates public hearing, there was a request to investigate a tiered rate structure for irrigation accounts, similar to the structure for single family residents.

During the past months, all commercial, residential and municipal irrigation accounts were analyzed. Based on this analysis, irrigation consumption amounts are sporadic by irrigation account.



FY22 Water & Sewer Rates: Irrigation:

Unlike single family residences, where an accurate tier cutoff was established;

- MA conservation standards of 65 gallons per person per day.
- Brookline averages 2.3 persons per household. Assuming 90 day quarters, $2.3 \times 65 \times 90$ equals approximately 18 hundred cubic feet (HCF) per quarter.

Irrigation data show a very wide distribution of consumption amounts, and irrigation customer types, making the task of establishing a reasonable tier cutoff for all irrigation customers extremely challenging.



FY22 Water & Sewer Rates:

Irrigation:

CY 2020:

Largest commercial user: 5,723 HCF

Average commercial user: 420 HCF

Largest residential user: 2,969 HCF

Average residential user: 160 HCF

Largest municipal user: 4,435 HCF*

Average municipal user: 90 HCF*

(* includes irrigation and splash pads/spray pools)

The cutoff from reasonable irrigation consumption to unreasonable irrigation consumption, for purposes of assessing a higher rate, does not reasonably apply to all customers uniformly. As such it is more appropriate to maintain a uniform volumetric rate for all irrigation accounts.



FY22 Water & Sewer Rates: Proposed Rate Recommendation:

If the Town fully funds its FY 22 budget, including \$285,000 for reserve contributions, its revenue requirements will be \$30,741,325.

Given the uncertainty associated with customer usage as we move from consumption habits during a pandemic to unknown consumption habits during our “new normal”, overall consumption for 2021 is expected to decrease closer to pre-pandemic conditions.

To eliminate this deficit, the Town would have to raise its water and sewer rates by 5.4%.



FY22 Water & Sewer Rates:

FY2021

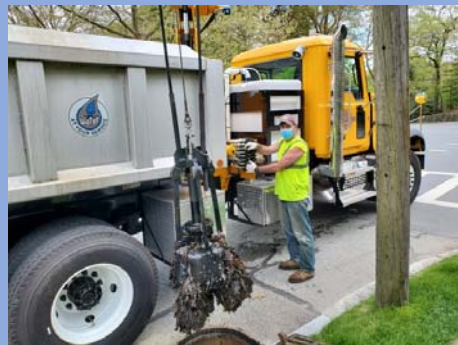
FY21 QUARTERLY RATES	
Water	Rate per HCF
Single Family Tier 1 (0-18 HCF)	\$ 2.67
Single Family Tier 2 (18+HCF)	\$ 6.66
All Other Customers Uniform Rate	\$ 5.32
Irrigation Uniform Rate	\$ 5.32
Sewer	Rate per HCF
Uniform Rate (All Customers)	\$ 7.97
Base Rates per Meter Size	Rate per HCF
5/8"	\$ 60.60
3/4"	\$ 85.86
1"	\$ 146.46
1.5"	\$ 292.90
2"	\$ 469.66
3"	\$ 878.70
4"	\$ 1,459.46

FY2022

FY22 QUARTERLY RATES	
Water	Rate per HCF
Single Family Tier 1 (0-18 HCF)	\$ 2.81
Single Family Tier 2 (18+HCF)	\$ 7.02
All Other Customers Uniform Rate	\$ 5.61
Irrigation Uniform Rate	\$ 5.61
Sewer	Rate per HCF
Uniform Rate (All Customers)	\$ 8.40
Base Rates per Meter Size	Rate per HCF
5/8"	\$ 63.87
3/4"	\$ 90.50
1"	\$ 154.37
1.5"	\$ 308.72
2"	\$ 495.02
3"	\$ 926.15
4"	\$ 1,538.27



Questions?



MEMORANDUM

TO: Select Board

FROM: Monique Baldwin, Cannabis Licensing & Mitigation Coordinator

RE: License conditions amendments regarding Sanctuary Medicals for delivery

DATE: June 17, 2021

Sanctuary Medicals is requesting to amend its license conditions as it will partner with an Equity Marijuana Courier, We Can Deliver Boston, LLC, to deliver adult-use marijuana. Town Departments have further amended Sanctuary's license conditions. An overview of the changes are as followed:

#10) The Licensee's operations at the Establishment shall be limited to those permitted by a CCC license and the Select Board License(s) pertaining to the Establishment and to the Premises, and to the duly licensed Marijuana Couriers the Establishment partners with.

#14) The Licensee must notify the Select Board regarding partnerships with Marijuana Delivery Couriers, including, but not limited to, the Marijuana Courier's name, host community, Cannabis Control Commission license number, Social Equity, Economic Empowerment, or DBE status, and provide an operations narrative that includes, but is not limited to, Marijuana Courier pick-up and loading location, hours of delivery, frequency of orders, and such other information as may be specified by the Town.

#15) The Licensee must notify the Select Board of any voiding of a Marijuana Courier license with which the Establishment is partnered. Voiding of the Marijuana Courier license by operation of law (e.g., due to cessation of operations, failure to become operational within the permitted time, or relocation without State approval), and any revocation or suspension of the Marijuana Courier license, shall result in a public hearing before the Select Board pending possible further determination and Select Board action, including modification of these conditions and action against the license.

#19) Marijuana Courier pick-ups, double parking, and loading on Beacon Street is prohibited.

#20) Marijuana Courier pick-ups and loading is only permitted via the leased private lot accessible from Webster St.

#27) The Licensee and any Marijuana Courier with which it partners shall use an electric vehicle for Marijuana Courier deliveries and pick-up to reduce the environmental impact of such operations and to contribute to the Town's Healthy & Sustainable Transportation Mode Splits and the Select Board's Carbon Neutral 2050 goals.

13.A.

#36) The Licensee shall require that all Marijuana Courier pick-ups shall be fulfilled between 10:00 am and 7:00 pm. The Marijuana Courier must return all undeliverable or unfulfilled orders to the Retail location in which product originated from no later than 8pm.

#37) The Licensee shall obtain address lists from Boston College, Boston University and Tufts and provide them to a Marijuana Courier with which it partners, to ensure that delivery will not occur to university-owned premises. Additionally, consistent with CCC regulations, delivery to federally-supported public housing (see <https://resources.hud.gov>) is prohibited.

And other minimal changes such as striking the requirement of a Phase 4 Operations Plan, and striking Temporary Queueing outside of the building footprint.

SANCTUARY MEDICINALS, INC.

**TOWN OF BROOKLINE SELECT BOARD MARIJUANA ESTABLISHMENT
LICENSE CONDITIONS FOR MARIJUANA RETAILER LICENSE**

(as voted by the Select Board ____)

Definitions

1. “Business Plan” refers to the current Town-approved Business Plan referenced in the Zoning Board of Appeals Decision dated June 24, 2019, special permit conditions 1 and 2, as it, or components of it, may be amended with Town approval. It shall include the following Town-approved components, as may be amended from time-to-time with the approval of the Town:
 - the Security Plan (describing the Licensee’s security operations)
 - the Pest Control Plan (describing the Licensee’s services and measures to avoid pests and rodents)
 - the Customer Demand Plan including the Retail Floor Queueing Plan drawing dated submitted to the Town on or about November 4, 2019 (describing the Licensee’s queueing and services model(s) used to avoid queueing; by way of illustration only, examples may include ordering ahead, making appointments, encouraging shopping in the area with alert by text)
 - the Transportation and Demand Management Plan (describing the Licensee’s measures for encouraging alternative modes of transportation to reduce vehicular traffic to the site)
 - the Diversity Plan (describing the Licensee’s efforts to hire diverse employees)
2. The “Establishment” means the business operated at the address identified on the Select Board’s License(s) of the Town of Brookline (“Town”) issued pursuant to the Town’s General By-Laws.
3. “Executive Management Team Members” means the individuals who are responsible for the day-to-day operations of the Establishment, including the chief executive officer (CEO) or executive director (ED), chief operations officer (COO) or director of operations, chief financial officer (CFO) or director of finance, director of human resources, director of security, and any other individuals involved in the oversight and business management of the Establishment’s operations.
4. “Premises” means the property located at the address identified on the Select Board’s Marijuana Establishment License issued pursuant to the Town’s General Laws that is under the legal control of the Establishment.
5. “Inspectional Departments” means the Town’s Police Department, Fire Department,

Health Department, Building Department, Planning Department, and/or Department of Public Works/Transportation Division.

General Requirements

6. The hours of operation under the Licensee's Select Board License To Operate as a Marijuana Retailer shall not exceed the hours of 10 a.m. to 8 p.m. on Mondays through Saturdays and 12:00pm to 6 p.m. on Sundays. The Licensee shall be closed on the last Monday in May, on Thanksgiving Day, on Christmas Day, and on the day following Christmas when Christmas is on a Sunday. No customers shall be permitted to enter the premises beginning 15 minutes before the closing hour.
7. The Licensee shall comply with all applicable State and local laws, regulations, by-laws, codes, conditions and agreements with the Town, including, but not limited to, G.L. c. 94G, 935 CMR 500, 105 CMR 725, the Town of Brookline's General By-Laws (including, but not limited to, **Article 8.37 of the General By-Laws**), the Town of Brookline's Zoning By-Laws, all applicable Town building, fire prevention, police, and health codes, regulations and standards, and any conditions imposed on licenses and permits held by the Licensee in connection with the Licensed Establishment (including, but not limited to, the Town's Zoning Board of Appeals special permit and any Select Board license). In the event of a conflict between these conditions, on the one hand, and State or local law or regulation, on the other, State or local law or regulation shall govern. In the event of conflict between the Business Plan, on the one hand, and these conditions, on the other, these conditions shall govern.
8. The Licensee shall comply with all agreements with the Town, including but not limited to Host Community Agreement ("HCA") with the Town. In the case where the HCA Stipulation(s) conflict with a State or local law or regulation, or with a condition imposed by a Massachusetts Cannabis Control Commission ("CCC") marijuana license, a condition of this Select Board License, or the Zoning Board of Appeals special permit, then the State or local law or regulation or License or permit condition shall control.
9. The Licensee shall maintain all permits and licenses required by State and local laws in connection with the Establishment, including, but not limited to, a valid, current license in good standing from the CCC. Any voiding of the license of the CCC by operation of law (including due to cessation of operations, failure to become operational within the permitted time, or relocation without State approval), and any revocation or suspension of the State license applicable to the Establishment, shall result in an automatic suspension of the Select Board license pending hearing or the opportunity therefor and pending further determination by the Select Board made in conformity with law.
10. The Licensee's operations at the Establishment shall be limited to those permitted by a CCC license and the Select Board License(s) pertaining to the Establishment and to the Premises, and to the duly licensed Marijuana Couriers the Establishment partners with.

11. The Licensee may close the Establishment or cease its operations, whether on a temporary or permanent basis, if permitted by State law, and if permitted by the Select Board after a written request to close or cease operations submitted to the Select Board that explains the reason(s) therefor, the length of such closing or cessation of operations, and any plans to reopen. The notification and request for permission to the Select Board must be submitted thirty (30) days in advance of the closing or cessation of operations. In the event of an emergency preventing the thirty (30) days notice and request for Select Board permission to close or cease operations, the Licensee shall submit the notice and request to as soon as it is aware of the need to close or cease operations. Failure to provide such notice and to obtain such permission may, after hearing or reasonable opportunity therefor, result in cancellation of the license.
12. The Licensee acknowledges that the conditions herein pertain to its sales of marijuana and related products as may be permitted under existing State law, and that in adopting these conditions, the Town assumes operations by the Licensee that comply with existing State law. The Town reserves the right to modify these conditions as may be permitted by law in the event that changes in State law do or could authorize changes in the products sold by the Licensee or in the nature of the Licensee's business. The Town reserves the right to modify these conditions in connection with the annual license renewal process and as otherwise permitted by existing law, including Article 8.37 of the Town's General By-Laws.

Management-Related Requirements

13. The Licensee must obtain Select Board approval for Board Members, Executive Management Team Members, Directors, the Manager, and any Alternate Manager(s), and for any changes in Board Members, Executive Management Team Members, Directors, the Manager, and Alternate Manager(s), which may entail the Select Board's review of a person's suitability for such position. In the event that the Select Board or designee undertakes a criminal background check in connection with such suitability determination, the Licensee shall provide to each person for whom it seeks Select Board approval a CORI Acknowledgment Form and a hard or electronic copy of the Town's "CORI Policy: Licensing", and provide to that the person an opportunity to review such materials prior to the person's execution of the CORI Acknowledgement Form and the Establishment's submittal of the executed CORI Acknowledgement Form to the Town.
14. The Licensee must notify the Select Board regarding partnerships with Marijuana Delivery Couriers, including, but not limited to, the Marijuana Courier's name, host community, Cannabis Control Commission license number, and Social Equity, Economic Empowerment, or DBE status, and provide an operations narrative that includes, but is not limited to, Marijuana Courier pick-up and loading location, hours of delivery, frequency of orders, and such other information as may be specified by the Town.
15. The Licensee must notify the Select Board of any voiding of a Marijuana Courier license with which the Establishment is partnered. Voiding of the Marijuana Courier license by operation of law (e.g., due to cessation of operations, failure to become operational

within the permitted time, or relocation without State approval), and any revocation or suspension of the Marijuana Courier license, shall result in a public hearing before the Select Board pending possible further determination and Select Board action, including modification of these conditions and action against the license.

16. The Licensee must obtain the approval of the Chief of Police or designee for the executive(s) or manager(s) responsible for security at the Premises (including for formulating and/or implementing security measures, plans and policies pertaining to the Licensee's operations, physical facility or transportation to or from the site), and for any change of personnel in such position.
17. A Manager or Alternate Manager must be on the Premises during the Establishment's hours of operation. In the event of an emergency, the Manager or Alternate Manager on site who needs to leave the Premises shall designate an Alternate Manager to act as the temporary manager on duty. A written record shall be kept which identifies the Manager or Alternate Manager on duty for each shift. The Manager or Alternate Manager on duty shall have total responsibility for the proper operation of the Establishment's Premises and operations.

Operational Requirements

18. There shall be no consumption, production or manufacture of any marijuana products at the Establishment or anywhere on the Premises. Production and manufacture does not pertain to repackaging of marijuana products produced or manufactured off-site. The Licensee shall comply with Police Department requests to post Police-Department signage in neighboring areas notifying the public that public consumption of marijuana is prohibited by law.
19. Marijuana Courier pick-ups, double parking, and loading on Beacon Street is prohibited.
20. Marijuana Courier pick-ups and loading is only permitted via the leased private lot accessible from Webster Street.
21. The Licensee shall have an attendant on the Premises during the Establishment's hours of operation to assist visitors with ingress onto and egress from the Premises.
22. The Licensee shall not supply marijuana or marijuana products free of charge or as otherwise prohibited by 935 CMR 500.105. Prohibited endeavors shall include, but are not limited to, product "giveaways", gifts, coupons, free or donated marijuana or the distribution of marijuana or marijuana products as an incentive, prize or bonus in a game, contest or tournament involving skill or chance.
23. The Licensee shall participate in a Site Plan Review process in preparation of its annual license renewal (the first one of which will be for the calendar year of 2021). Said process, to be coordinated by the Planning Department, shall consist of representatives of

relevant Town departments, which may include, but not be limited to, Police, Fire, Engineering and Transportation, Health, Building, and Planning Departments. The purpose of said process is for the Town departments to assess the effectiveness of the Business Plan and operations pertaining to transportation and customer demand management. The Licensee shall submit the following materials for the aforementioned Site Plan Review to the Planning Department one hundred and twenty (120) days prior to its scheduled license renewal date: (1) floor plans, (2) customer queueing plan within the footprint of the Premises that includes identification checkpoints and points of sale, (3) and a customer demand management plan, which together show how the Licensee will prevent customer queueing on the public way. Said plans shall be submitted for the review and approval of the aforementioned Town departments. The Licensee shall appear before the Select Board with the results of the aforementioned site plan review process.

24. The Licensee shall submit a status report on the implementation of the Diversity Plan, including but not limited to supporting statistics, 180 days prior to the license renewal date to the Director for the Office of Diversity and Inclusion for review and direction. As part of the annual Site Plan Review process, the Licensee shall submit a follow up report on the implementation of the Diversity Plan 30 days prior to the license renewal date to the Planning Department and the Director for the Office of Diversity and Inclusion.
25. (a) The Licensee shall comply with the current Transportation Demand Management Plan ("TDMP") submitted to the Town pursuant to the conditions of the Licensee's special permit, as the TDMP may be amended with Town approval.
- (b) In connection with the Site Plan Review process addressed in Condition # 20, one hundred and twenty (120) days prior to the expiration of the Licensee's annual license, the Licensee shall submit to the Planning Director and the Director of Engineering and Transportation for their review and approval a revised TDMP that satisfies Sections (c) and (d) below and other requirements that may be established by the Director of Engineering and Transportation or designee, with input from other relevant Town departments as appropriate. The effectiveness of the TDMP will be reviewed with Town staff in anticipation of the annual licensing renewal process by the Select Board. To facilitate review of the effectiveness of the TDMP, the Licensee shall provide the Town with performance monitoring records, reports, and other records to show the Licensee's continued implementation of and compliance with the TDMP. Following the review of the TDMP's effectiveness, the Licensee will work with Town staff, if deemed needed by the Director of Engineering and Transportation, to submit a revised TDMP for approval by the Planning Department and the Transportation Division of the Brookline Department of Public Works to meet performance goals and TDMP industry best practices.
- (c) At a minimum, the TDMP shall include, but is not limited to (as the Director of Engineering and Transportation may determine with any input from relevant Town departments):
 - (1) The provisions in the Revised August 5, 2019 TDMP.

13.A.

- (2) Provide a 100 % parking subsidy at MBTA lots.
 - (3) Performance goals for site trips, travel modes, and parking demand on a weekday and Saturday.
 - (4) Performance mode goals that meet the most recent United States Census Bureau American Community Survey five-year summaries for Brookline (currently 32% public transit, 27% bike or walk, 33% drive, and 8% carpool/other).
 - (5) Provide employees that choose to drive with 100% parking subsidy for off-street parking on private property
 - (6) Employee parking on public streets or lots prohibitions while working and corrective actions including termination for violation.
 - (7) Explore joining the Allston-Brighton TMA to provide guaranteed ride home program for employees who do not drive in cases of emergencies as well as other services such as carpool/rideshare, etc.
 - (8) Explore with the Town and the CCC the possibility of an offer of discounts or other incentives to customers who utilize modes of transportation to the site other than a motor vehicle.
 - (9) Provide a website and Transportation Guide to include transit routes/schedules, car share locations, bike share such as BlueBikes as an option and show locations of the closest stations, to include language that discourages parking on the residential side streets.
- (d) All performance monitoring will be conducted by a qualified transportation consultant and shall, at a minimum, include, but not be limited to (as determined by the Director of Engineering and Transportation with any input from other relevant Town departments):
- (1) The provisions in the revised August 5, 2019 TDMP.
 - (2) The performance monitoring program will include two weekdays and in addition a Saturday on dates to be approved by the Town in advance of the study.
 - (3) Total number of employees, the percent arriving by each mode, the location of parking for those that arrive by personal vehicle, number of times a service through the TMA was used (if applicable), and summary of events/materials provided to employees concerning travel to work options and corrective actions taken to meet the allowable trip generation.
 - (4) Customer intercept survey data that collects the following data points: home zip code, arrival mode (MBTA, bike, walk, bike share, ride share/TNC/taxi, drive, etc.); and if by 'drive,' the location where they parked, a summary of events/materials provided to customers concerning travel to work options, and corrective actions take to meet the allowable trip generation.
 - (5) The performance monitoring program study shall be conducted one hundred

twenty (120) days from the opening date of the establishment and one hundred twenty (120) days prior to the expiration of the annual license

26. The Licensee shall make reasonable efforts approved by the Police Department and Transportation Division to ensure that customer pick-up and drop-off (including by Transportation Network Companies (“TNC”) such as Uber and Lyft) occur in locations and in a manner that does not obstruct the public way or inhibit the passage of members of the general public to move on Beacon Street and Webster Street. The Licensee’s actions shall at minimum include the following:
 - a. Work with TNCs, customers, the Brookline Police Department, and the Transportation Division of the Brookline Department of Public Works to identify and implement clearly marked customer pick-up and drop off locations. Pick-up and drop-off locations should accommodate traffic coming from the east and west of the site.
 - b. Supplement the Town of Brookline’s efforts to facilitate the orderly arrival and departure of the Licensee’s customers by clearly messaging the availability of alternatives to privately owned motor vehicles (such as public transportation and bike shares) as options to travel to the Establishment, and by providing information about the location and functioning of pick-up and drop off areas and the location of adjacent bike share corrals.
 - c. Install internal signage proximate to the retail area’s exit(s) reminding customers of transportation options and encouraging the use of public transportation, bike shares, and the pick-up and drop off areas.
 - d. Support the Brookline Police Department’s efforts to promote proper use of the pick-up and drop off areas and engage in proactive customer education about appropriate means of arrival and departure.
27. The Licensee and any Marijuana Courier with which it partners shall use an electric vehicle for Marijuana Courier deliveries and pick-up to reduce the environmental impact of such operations and to contribute to the Town’s Healthy & Sustainable Transportation Mode Splits and the Select Board’s Carbon Neutral 2050 goals.
28. The Licensee shall at all times comply with the current approved Business Plan that has been approved by the Chief of Police or designee following input from appropriate Town departments as the Chief or designee may determine.
29. The Licensee and a Marijuana Courier with which it partners shall accept as valid proof of age a government-issued photographic identification containing a date of birth, both in connection with sales by the Licensee through the Establishment’s operations and for deliveries of marijuana and marijuana products. The Licensee shall use Police Department-approved ID scanner technology to verify the adult consumer is 21 years of age or older prior to entry into the facility and will verify ID again at point of sale. The Licensee shall comply with a plan approved by the Police Department for verification of identification and proof of age at any entrance used by the public, as it may be amended upon the request of or with the approval of the

Police Department.

30. There shall be no queueing of customers outside the building footprint.
31. The Licensee shall work with the Town on a Town-approved opening plan that incorporates COVID-19 procedures consistent with the State's requirements in anticipation of the commencement of Adult Use sales. The opening plan shall provide that the Licensee's opening day shall fall on a Saturday. The Licensee shall comply with the Town-approved opening plan and shall obtain written approval by relevant Town departments for any proposed changes to procedures and operations described in the Town-approved opening plan. The Licensee will not engage in Adult Use sales prior to receiving written Police Department approval of the opening plan and any proposed amendments thereto. The Licensee will not commence Adult Use sales prior to an inspection conducted by the Health Department. At least two (2) weeks prior to the anticipated date for the commencement of Adult Use sales, the Licensee will present the opening plan to the Select Board. Prior to opening, the Licensee shall host a question-and-answer session via video-conferencing for the community.
32. During periods of snow, the Licensee will maintain the public sidewalk on the exterior of the Premises in a non-slippery condition and will remove snow banks from the full width of the sidewalk to allow for the free flow of pedestrian traffic.
33. The Licensee will endeavor to identify additional off-street employee parking opportunities in the vicinity.
34. The Licensee will post Police Department-approved signage conspicuously displayed in the vicinity of sales transactions areas that informs the public of the penalties for 1) driving under the influence of marijuana, 2) purchasing marijuana while under-aged or on behalf of an under-aged person, 3) possessing an open container of marijuana in the passenger area of a motor vehicle, and 4) public consumption of marijuana products.
35. Except in emergency situations, within 60 minutes after the closing time for adult-use sales, all exterior close-down activities by the Licensee and their employees and vendors, including but not limited to waste disposal and waste receptacle movement, cleaning of outdoor premises, and rearrangement and storage of materials, shall cease completely. Any further required close-down actions, should the licensee remain open later for allowable purposes, shall occur only within the building.
36. The Licensee shall require that all Marijuana Courier pick-ups shall be fulfilled between 10:00 am and 7:00 pm. The Marijuana Courier must return all undeliverable or unfulfilled orders to the Retail location in which it originated from no later than 8pm.

37. The Licensee shall obtain address lists from Boston College, Boston University and Tufts and provide them to a Marijuana Courier with which it partners, to ensure that delivery will not occur to university-owned premises. Additionally, consistent with CCC regulations, delivery to federally-supported public housing (see <https://resources.hud.gov>) is prohibited.

Security-Related Requirements

38. The Licensee shall immediately notify the Town's Police Department of any known or suspected violation of criminal law or suspicious activity that has taken place on or near the location of the Establishment. This is to include any criminal behavior related or unrelated to the business of the Establishment. The Licensee shall maintain an incident log that lists and describes unusual incident(s) (by way of illustration only, the presentation of fake identification).
39. The Licensee shall promptly copy the Town's Chief of Police on any notifications and submissions it makes to the Massachusetts Cannabis Control Commission.
40. The Licensee shall facilitate the immediate access and transfer of video footage from any video surveillance system of the Establishment's interior or exterior when so requested by the Town's Police Department (which request may be made when the Police Department has a reason to believe that such footage may be of assistance in an ongoing investigation related or non-related to the Establishment's business). The Town's Police Department will have access to the Video Management System from the Town's Public Safety Building to monitor any activities inside or outside of the facility in real time at the Department's discretion. The Town's Police Department does not hereby commit to monitoring such cameras regularly. The placement of such cameras shall not violate any person's right to privacy under State and federal law.
41. The Licensee shall connect its alarm system to a third party monitoring system, and notify the Town's Chief of Police about said third party monitoring system. During non-business hours, an Executive Management Team Member, Manager or Alternate Manager with access to all areas of the Premises (including limited access areas) shall respond to the alarm in person within one hour. In the event of accidental activation of a panic alarm, the Licensee will notify the Police Department that the activation was accidental. The Police Department may conduct a check of the facility in the event of an accidental activation.

Public Health-Specific Requirements

42. All packaging and labeling of marijuana and marijuana products must be done in accordance with State law and regulations.
43. The Licensee must provide educational materials for adult use consumers. The materials must include information to ensure proper MIP dosage and safety tips, including instructions, information and warnings about the following:

13.A.

- a. Dosage safety: urging consumption on a “start Low” and “go slow” basis, including information about variability among individual tolerance to products and person-to-person variation in the effects;
 - b. Guidance for first-time or low-tolerance patients or consumers;
 - c. Information regarding dosage and ingredients of available products;
 - d. Duration: Information about both the time interval until the product effects are felt and the length of product effects;
 - e. Responsible storage: Direction to keep products away from children, kept in child-resistant packaging, and not to store near other food items;
 - f. Driving and machinery: Not to operate a vehicle or machinery under the influence;
 - g. Pregnancy: That there may be additional health risks associated with consumption of this product for women who are pregnant, breastfeeding, or planning on becoming pregnant.
 - h. With regard to edible MIPs:
 - (i) Alcohol: Not to mix MIPs with alcohol;
 - (ii) Eating first: To eat a full meal before consuming MIPs as doing so helps in lowering the intensity of the effects.
44. Marijuana and marijuana products, including edible marijuana products, are subject to random inspection and testing by the Town, and/or verification by the Town that inspection and/or testing has occurred, as may be consistent with State law.
45. There shall be no production or manufacture of any products at the Establishment. This does not pertain to repackaging of cannabis products produced or manufactured off-site.
46. The Licensee shall keep an updated product and price list on file with the Board and the Town's Health Department.

Facility-Specific Requirements

47. The Licensee shall conspicuously post Police Department-approved signage at any entrance actively used by the public (including any door leading into any vestibule) indicating that entry into the premises is prohibited by persons not possessing valid identification to prove that the person is at least 21 years of age. The notice shall be no smaller than 8.5" by 11."

Community Relations-Specific Requirements

48. The Licensee must hold an annual community meeting to provide abutters and community residents with an opportunity to comment on the Licensee's operating practices, policies and plans.
- (a) Community meetings shall be advertised in the Brookline local newspaper between two (2) and four (4) weeks in advance of the meeting and announced on

- the Licensee's website beginning at least four (4) weeks in advance of the meeting and through the date of the meeting.
- (b) The Licensee shall promptly notify the Town Administrator of community meetings and supply a copy of the Brookline local newspaper advertisement.
 - (c) The Licensee shall notify all Town Meeting members of community meetings two (2) to three (3) weeks in advance of the meeting.
 - (d) As part of the Town's annual license renewal process, the Licensee shall submit a report outlining the number of attendees, a summary of comments received, and proposed responses and plans to address comments.

Access to Information and Required Notifications and Submissions

- 49. The Licensee shall cooperate and comply with requests for information made by the Select Board and its agents.
- 50. The Licensee shall cooperate with reasonable requests for information from and meetings with the Town's Community Impact Coordinator. The Licensee shall cooperate with the Coordinator's reasonable efforts to establish a regular schedule of check-ins to ensure timely discussion of issues and quick response to concerns. The Licensee shall also cooperate and engage, as reasonably requested, with the Cannabis Mitigation Advisory Committee.
- 51. Within twenty-four (24) hours of receipt of notice of it, the Licensee shall:
 - (a) file with the Town Administrator, Director of Public Health and the Building Commissioner any summary cease and desist order, cease and desist order, quarantine order, suspension order, revocation order, order limiting sales, deficiency statement, plan of correction, notice of a hearing, notice of any other administrative process or legal action, denial of a Certificate of Registration, denial of a renewal of a Certificate of Registration, or final action issued by a state or federal agency (including, but not limited to, the CCC) regarding the Licensee or the Licensee's license, or regarding a Marijuana Courier with which the Licensee is partnered, or the Marijuana Courier's license;
 - (b) inform the Town Administrator if any of the Licensee's State agent registrations is revoked, if a renewal application for a State agent registration is denied, or if the agent is subject to any pending administrative process or legal action, or if such action has occurred with regard to a Marijuana Courier with which the Licensee is partnered; and
 - (c) Inform the Town Administrator of receipt of notice of any federal enforcement action against or investigation of the Licensee or against a Marijuana Courier with which the Licensee is partnered.
- 52. Within fourteen (14) days of submission to the CCC, the Licensee shall provide to the Select Board a copy of its application to the CCC for an original or renewed CCC, with personal information such as birth dates, social security numbers (including last 4 digits), financial/bank account numbers, driver's license numbers and criminal

13.A.

- offender record information (CORI), and personal addresses, telephone numbers and email addresses redacted. Copies of such applications may be disclosed in accordance with the provisions of the Public Records law. The Licensee may identify information within such documents that has not been redacted that it believes is non-public record information, for the Town's consideration.
53. The Licensee shall promptly provide prior written notice to the Town Administrator of its intent to cease accepting a form of electronic payment (*e.g.*, credit or debit card).
 54. The Licensee shall provide the Town Administrator, Chief of Police, Fire Chief, Health Director, Planning Director, and Building Commissioner with an up-to-date list of the names, 24-hour telephone numbers and email addresses of all Executive Management Team Members, Managers, Alternate Managers, and key holders of the Premises to whom the Town may communicate if necessary during business hours and after business hours.
 55. Executive Management Team Members, Managers and Alternate Managers shall respond within twenty-four (24) hours of contact by a Town staff member. The Licensee agrees to appear before the Select Board and/or to communicate with Town staff if requested to do so.
 56. The Licensee shall maintain on the Premises in a readily-accessible location one or more binders containing (a) all operating policies and procedures required by 935 CMR 500 and 105 CMR 725, (b) an up-to-date list of all products sold by the Licensee through the Establishment's operations, including the strains and forms in which marijuana and marijuana products are sold, along with prices charged, (c) the Licensee's entire application for an original CCC license in connection with the Establishment and any application for a Town Select Board license, in addition to renewal applications for such licenses, if dating within the past five (5) years; (d) a Town Health Department-approved pest control and a rubbish and litter plan, (e) a copy of the Registration Cards for the Establishment's Agents staffing, or supervising staff, of the Establishment, and (f) proof of a general liability insurance policy or escrow account as required by 935 CMR 500 and/or 105 CMR 725. Upon the request of the Select Board or its agent, the licensee shall make the binder(s) available for inspection.
 57. The Licensee will cooperate with a pre-operational inspection by the Inspectional Departments prior to commencing recreational marijuana and recreational marijuana product sales.
 58. The Licensee shall submit requested data and reports to the Board and its agents in the form and manner that they may determine. The Licensee may identify information within such documents that it believes is non-public record, for the Town's consideration. These submissions shall include, as part of the annual renewal process, a report the accuracy and completeness of which is attested to

13.A.

under penalties of perjury detailing information that shall include:

- i. Names and 24-hour site contact information for all Executive Management Team members, Managers and Alternate Managers.
- ii. An independent financial audit of the Licensee prepared by a licensed CPA for the preceding fiscal year.
- iii. The number and geographical distribution of customers visiting the facility by month (zip code information will suffice with regard geographical distribution information).
- iv. In connection with the Transportation Demand Management Plan, performance monitoring records, reports and records of any required remedial actions, and any other records as may permit the Select Board to review the effectiveness of the TDMP and that may evidence the Licensee's continued implementation of and compliance with the TDMP's performance goals.
- v. The number and percentage of on-site employees using the Licensee's public transportation subsidy for employees, and the number and percentage of on- site employees who generally commute to the facility using a means other than a vehicle parked in Town.
- vi. Total number of employees whose duties entail working at the facility on a part- or full-time basis.
- vii. Certification that all employees who drive to the facility are instructed to park in an off-site private parking facility.
- viii. A description of changes or additions to the information the Licensee had previously provided to the Town as part of its application.
- ix. A copy of the complete application for renewal to the CCC, redacted in conformity with the above. The Licensee may identify any additional information within such redacted documents that it believes is non-public record, for the Town's consideration.
- x. In connection with community meetings held during the preceding license period, a report outlining the number of attendees, a summary of comments received, and proposed responses and plans to address comments.
- xi. A report summarizing community complaints received during the preceding license period other than through community meetings, including the number of complaints received, a summary of the substance of each of the complaints, and the manner in which the Licensee addressed and/or remediated each of the complaints (or its planned response(s), with respect to complaints not yet addressed/remediated).



LAWSON & WEITZEN

June 7, 2021

RICHARD B. WEITZEN*
 PAMELA B. BANKERT, PC*
 IRA H. ZALEZNIK
 VALERIE L. PAWSON, LLC
 GEORGE F. HAILER, PC*
 KENNETH B. GOULD
 GEORGE E. CHRISTODOULOU, PC
 DAVID A. RICH, LLC*
 PATRICIA L. FARNSWORTH
 K. SCOTT GRIGGS***
 STEVEN M. BUCKLEY
 KENNETH B. SKELLY***
 GLENN P. FRANK*
 J. MARK DICKISON**
 SCOTT P. LOPEZ
 JEFFREY P. ALLEN
 DARLY G. DAVID
 MARIA GALVAGNA MESINGER
 JONATHAN P. ASH
 JOSHUA M. D. SEGAL*
 LAUREN J. WEITZEN
 JOHN R. BAUER
 RYAN A. CIPORKIN
 DONALD J. GENTILE*
 PETER A. GRUPP

MICHAEL WILLIAMS
 KRISTINA A. ENGBERG
 KENNETH P. PROCACCINI**
 BRENDAN P. SLEAN
 CHRISTOPHER A. McALPIN
 MADISON F. BADER
 BRIANNA L. PATON
 JOEL A. WETMORE
 ANDREI CHIRKOV

* ALSO ADMITTED IN NY
 ** ALSO ADMITTED IN NH
 *** ONLY ADMITTED IN PA
 - ALSO ADMITTED IN DC
 ** ALSO ADMITTED IN RI
 *** ALSO ADMITTED IN RI, CT, NH

VIA E-MAIL (mbaldwin@brooklinema.gov)

Ms. Monique Baldwin
 Cannabis Licensing & Mitigation Coordinator
 Select Board's Office
 333 Washington St.
 Brookline, MA 02445

Re: Sanctuary Medicinals, Inc. at 1351 Beacon Street

Dear Ms. Baldwin,

Please accept this letter on behalf of the above-referenced licensee in response to your email of June 3, 2021. It is Sanctuary's desire to commence operation in accordance with the Commonwealth's phase 4 COVID retail plan. It is our understanding that at least one other Town cannabis licensee has proceeded to full retail without the necessity of Select Board review and without incident. This request is to be placed on "equal footing" with the competition and we look forward to answering to all of the Select Board's questions and concerns on June 15th.

Our intention is to begin accepting walk-in customers as soon as we receive the Select Board's approval pursuant to section 26 of our license. The current parameters of phase 4 do not place any limitations on our operations and as permitted we intend to go to 100% capacity. The plan of our operations approved at our initial licensing is attached hereto (tab "A") provides for 3 feet of distancing and thus we believe adhering to that plan is more than sufficient for public safety purposes. We expect to continue to require our staff to be masked and consistent with phase 4 and CDC guidelines masking will be optional for customers. We also intend to maintain hand sanitizer stations.

Internal queuing will be in accordance with the attached drawing (tab "A") and external queuing, if any, will be organized in accordance with section 25 of our license.

The legal capacity for the first floor of 1351 Beacon Street is 160 but deducted from that is 26 that is attributable to the art gallery space, thus the legal maximum for the dispensary is 134. We expect to continue our current practice of utilizing nine points of sales (POS) on the floor and having three to five security

13.A.



personnel on the floor plus two managers, so for capacity purposes we will assume 16 employees, thus allowing 116 customers. If at any point, we increase the number of POSs in use we will adjust customer counts and staffing accordingly. Additionally, if a substantial increase in POSs in use occurs, security will also be increased.

In your email to me you asked that I address trash and public urination. We do not see any issues with our trash disposal with this change and as far as public urination that to our knowledge has not been a problem, but we will continue to maintain a customer rest room.

We look forward to our Select Board meeting and the chance to answer all questions.

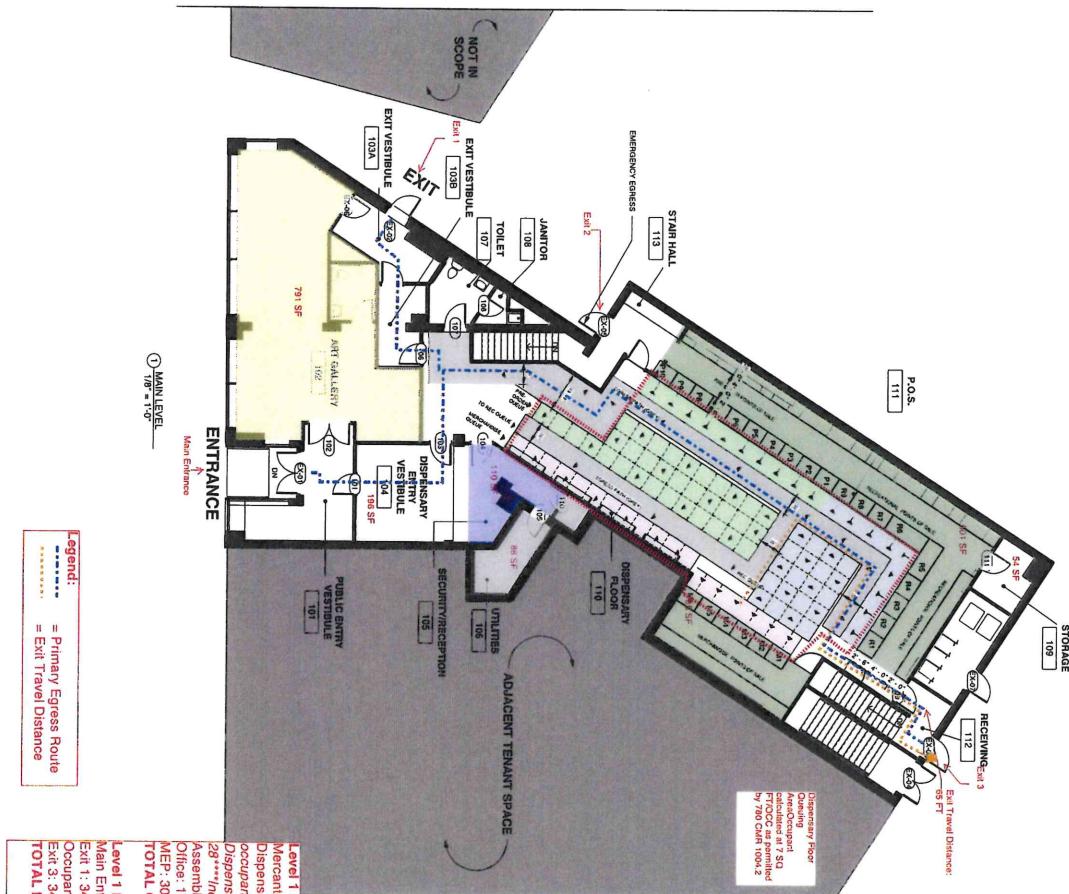
Very truly yours,

A handwritten signature in black ink, appearing to read 'Jeffrey P. Allen', with a long horizontal flourish extending to the right.

Jeffrey P. Allen

Enclosure

Exhibit A



CAVENEY
 architectural collaborative, inc.
 128 WARREN ST ■ LOWELL, MA 01852
 info@caveneyarch.com
 978 - 770 - 0518

SANCTUARY MEDICALS, INC.

BROOKLINE DISPENSARY

1351 BEACON ST

CAVENEY
 architectural collaborative, inc.
 128 WARREN ST ■ LOWELL, MA 01852
 info@caveneyarch.com
 978 - 770 - 0518

CONSTRUCTION
 ADMINISTRATION

PROJ. NO.: 1806.13
 DATE: 10/23/19
 DRAWN BY: M. CASSIDY
 REVIEWED BY: M. CASSIDY
 TOL. DATE: 10/23/19
 TOL. DATE: 10/23/19

AG.3

INTERIOR
 QUEUING PLAN

CAVENEY
 architectural collaborative, inc.
 128 WARREN ST ■ LOWELL, MA 01852
 info@caveneyarch.com
 978 - 770 - 0518

Cannabis Control
Commission> [My](#)[Licenses](#)> Social Equity
Program

This page provides details about your application(s) for **Social Equity Program** membership. You may use this page to:

- Start a brand new application
- View the status of your applications
- Return to an application that is in progress and not yet submitted
- Withdraw an application that is in progress, but has not been submitted

If you would like to begin or continue working on applications for a different type of license, certification or registration you may do so by [navigating to this page](#).

License # SE303651 | Gabriel
Salazar (**Active**)

Your program registration is Active as of
04/17/2020.



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

We Can Deliver Boston LLC

2. Name of applicant's authorized representative:

Gabriel Salazar

3. Signature of applicant's authorized representative:

4. Name of municipality:

Town of Athol

5. Name of municipality's contracting authority or authorized representative:

Shaun A. Suhoski, Town Manager



6. Signature of municipality's contracting authority or authorized representative:

Shaun A. Suhoski

Digitally signed by Shaun A. Suhoski
Date: 2020.08.20 11:11:53 -04'00'

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

ssuhoski@townofathol.org

8. Host community agreement execution date:

8/18/20



DELIVERY Plan

Sanctuary Brookline



Sanctuary

18 May 2020

Brookline Proposed Delivery Plan

Essential Delivery Criteria

A safe and secure delivery experience for adult use customers that is seamless from ordering through delivery.

Partnership with an approved Social Equity Courier Service, We Can Deliver.

✓Sanctuary Brookline has partnered with We Can Deliver, an approved Social Equity License holder: License #SE303651

Ease of a third party online ordering service that provides real time up to date menu ordering and pre-verification of ID to insure customer eligibility.

- ✓We have established a third party relationship with Lantern Now, an online ordering platform for Adult Use Cannabis Delivery that offers real time menu ordering
- ✓Lantern Now also provides a pre-verification of age eligibility – see SOP attached
- ✓Our delivery service hours will be available through LanternNow from 11am – 7pm.

Seamless execution

✓All customer orders are tracked on ONFleet by our courier partner and an up to date link is embedded in every order confirmation for the customer to track the arrival of their order real time

✓We Can Deliver, Inc. will allocate 2 dedicated couriers to Sanctuary Brookline with 2 vehicles that meet the onboard safety and security requirements as dictated by the Cannabis Control Commission.

✓It is estimated that we will be able to perform 4-6 deliveries per hour per vehicle and will be servicing the greater Boston area principally. There will be 2 vehicles that will come and go from the facility in the span of 8 hours approximately 3 or 4 times to pick up the next batch of deliveries.

✓The couriers will park their vehicles in the Sanctuary parking lot during pick ups and will at no time be stopping on Webster St itself.

✓Couriers will return at the end of the last delivery and make final visit to the dispensary prior to 8pm daily.



LanternNow ID Pre-Verification SOP

User's First Purchase

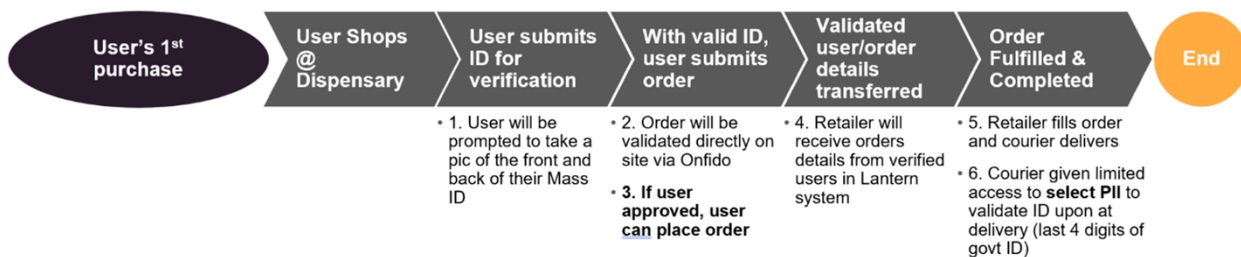
1. User shops at dispensary via Lantern
2. Before completing order, user is asked to submit ID for verification
 - a. User will be prompted to take a pic of the front and back of their Mass ID
3. Once ID is successfully verified, user is able to submit order
 - a. Order will be validated directly on Lantern site via Onfido
 - b. If user is approved, user can place order
4. Validated user/order details transferred
 - a. Retailer will receive orders details from verified users in Lantern system
5. Order Fulfilled & Completed
 - a. Retailer fills order and courier delivers
 - b. Courier given limited access to select PII to validate ID upon at delivery (last 4 digits of govt ID)

User's 2nd purchase

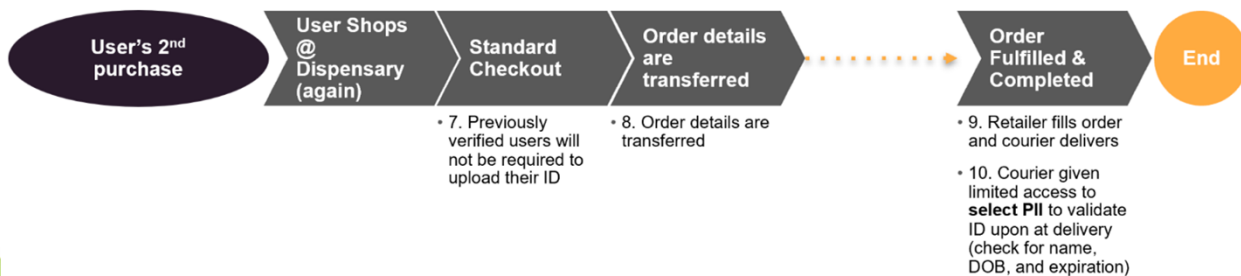
1. User shops at dispensary (again)
2. Standard Checkout
 - a. Previously verified users will not be required to upload their ID
3. Order details are transferred
 - a. Order details are transferred
4. Order Fulfilled & Completed
 - a. Retailer fills order and courier delivers
 - b. Courier given limited access to select PII to validate ID upon at delivery (check for name, DOB, and expiration)

Illustrative Flow:

First time purchase at dispensary through Lantern



Repeat Purchase at Dispensary



Proposed Delivery Timeline:

Delivery Timeline:

- Perform Training for all team members on third party platform – **completed 5/23**
- Sync Sanctuary Brookline on hand inventory with LanternNow platform – **completed 5/31**
- Perform meet and greet with We Can Deliver and SOP review – 6/7/21
- Perform test orders and finalize all inventory adjustments
- Complete Delivery Manifest Training for all inventory staff – 6/9/21
- Secure Town Approval – 6/15/21
- Initiate mobile payment system and Begin delivery services

Delivery Order of Service:

- Customer Places order for desired delivery time as available within LanternNow
- LanternNow ID-Verification process occurs – see SOP
- Order is placed and it is first accepted by We Can Deliver as approved for delivery
- Sanctuary Brookline receives finalized order
- Sanctuary Inventory Team creates delivery manifest upon receipt
- Sanctuary team member rings up the sales in POS system
- Sanctuary Brookline prepares all orders in brown recyclable bags with customer manifest and order tickets stapled to the bag
- Sanctuary stores all orders ready for delivery on the sales floor along with express orders until the driver arrives to pick up the order
- Order is QC checked with driver prior to securely closing the bag and packing it into a secured locker
- Customer receives a link in their order summary on LanternNow that allows them to follow their delivery.
- Upon delivery, customer provides their ID again for visual inspection
- Customer pays courier with cash or debit card processed on a mobile payment system
- Customers order get updated in the LanternNow platform as complete



All customer support during the delivery process is provided by **We Can Deliver and LanternNow**



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Advertising

Overview

We Can Deliver Boston LLC (“We Can Deliver Boston”) will only engage in reasonable advertising practices that do not promote the diversion of marijuana and comply with all other marketing and advertising requirements under 935 CMR 500.105(4). We Can Deliver Boston will not engage in any advertising or branding practices that:

1. Are deemed to be deceptive, misleading, false or fraudulent, or that deceive or create a misleading impression, whether it be directly, by omission or ambiguity or that are targeted to, deemed to appeal to or portray minors under the age of 21;
2. Utilize statements, designs, representations, pictures or illustrations that portray anyone younger than 21 years old, including, but not limited to, mascots, cartoons, and celebrity endorsements, that is deemed to appeal to a person younger than 21 years old;
3. Makes any false or statements concerning other licensees and the conduct and products of such other licensees that is deceptive, misleading, false or fraudulent, or that tends to deceive or create a misleading impression, whether directly or by omission or ambiguity;
4. Asserts that its products are safe, or represent that its products have curative or therapeutic effects, other than labeling required pursuant to M.G.L. c. 94G, § 4(a½)(xxvi), unless supported by substantial evidence or substantial clinical data with reasonable scientific rigor as determined by the Commission; or
5. Includes advertising and the use of Brand Names, of an improper or objectionable nature including, but not limited to, the use of language or images offensive or disparaging to certain groups.

We Can Deliver Boston is cognizant of the appropriate audience for advertising and branding created by or on behalf of the Marijuana Establishment. As such, without reliable and current audience composition data determining that at least 85% of the audience is reasonably expected to be 21 years of age or older, We Can Deliver Boston will not engage in any advertising and branding in connection with a charitable, sporting or similar event, television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, or print publication.

We Can Deliver Boston will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular social media platforms such as Instagram, Facebook, Twitter; and
4. Onfleet text messages to let them know we are en route.

All advertising is reviewed by the COO to ensure compliance prior to proceeding with publication or print.

Warnings and Statements

We Can Deliver Boston may engage in reasonable advertising practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such advertising created for viewing by the public shall include the statement "Please Consume Responsibly", in a conspicuous manner on the face of the advertisement and will include a minimum of two of the following warnings in their entirety in a conspicuous manner on the face of the advertisement:

- a. "This product may cause impairment and may be habit forming.";
- b. "Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug.";
- c. "There may be health risks associated with consumption of this product.";
- d. "For use only by adults 21 years of age or older. Keep out of the reach of children."; or e. "Marijuana should not be used by women who are pregnant or breastfeeding."

All advertising produced by or on behalf of We Can Deliver Boston will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi):

- a. "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of Edibles may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Website

We Can Deliver Boston's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

Vehicles

We Can Deliver Boston will not advertise, market or brand the use of vehicles equipped with radio or loudspeakers for the advertising of marijuana. We Can Deliver Boston will not use a radio or loudspeaker equipment for the purpose of attracting attention to the sale of marijuana. We Can Deliver Boston will not advertise on vehicles, public or private vehicles, at bus stops,

taxi stands, transportation waiting areas, train stations, airports, or other similar transportation venues including, but not limited to, vinyl-wrapped vehicles, signs, logos on transportation vehicles not owned by We Can Deliver Boston. Additionally, We Can Deliver Boston's delivery vehicles will not have any logos or markings, indicating that the vehicle is being used to transport marijuana.

Branding and Signage

We Can Deliver Boston's Logo:

- We Can Deliver Boston has developed a Brand Name to be used in labeling, signage, and other materials such as letterhead.



- The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia images, that are appealing to individuals younger than 21 years old or make colloquial references to marijuana.

Signage:

- We Can Deliver Boston will comply with any other restrictions or requirements set forth by the host municipality.
- Advertisements for marijuana, brand names, or graphics related to marijuana or paraphernalia will not be placed on the exterior of the vehicle.
- Any advertising on billboards, or any other public signage, will comply with all state and local ordinances and requirements.
- We Can Deliver Boston will not advertise, market, brand, or utilize signs or other printed matter advertising any brand or kind of Marijuana Products that are displayed on the exterior of any licensed Premises.

Promotional Materials:

We Can Deliver Boston will not produce any items for sale, giveaways, discounts, points-based reward systems, customer loyalty programs, coupons, free or donated marijuana or promotional gifts, such as T-shirts or novelty items, bearing a symbol of or references to marijuana or marijuana products, except for the provision of Brand Name take-away bags for the benefit of customers after a retail purchase is completed. We Can Deliver Boston will not engage in advertising of marijuana products, on clothing, cups, drink holders, apparel accessories, electronic equipment or accessories, sporting equipment, novelty items and similar portable promotional items.

Product Visibility:

- Marijuana, marijuana products, and other associated products will not be displayed or clearly visible from the exterior of We Can Deliver Boston's vehicle.

Energy Efficiency and Conservation

We Can Deliver Boston, LLC (“We Can Deliver Boston”) will use best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts wherever possible.

We Can Deliver Boston will demonstrate consideration of the following factors:

1. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

We Can Deliver has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. The We Can Deliver facility has been fully designed with features including environmentally friendly spray foam insulation, it is a small space that is only for the use of a single agent. We Can Deliver has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction.

We Can Deliver is pursuing strategies to reduce electric demand. Programs may include lighting schedules, active load management and energy storage programs. This office container only needs a 100-amp breaker which is 24,000 kW. We Can Deliver is working with Wayside Trailer to create an energy efficient lighting plan and plans on use of LED lights.

We Can Deliver plans on engaging with the energy efficiency program offered by MassSave.

We Can Deliver Boston will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). We Can Deliver Boston will regularly check for such guidelines and continue to follow the Commission’s standards.

Policies and Procedures for The Handling of Marijuana

Requirements for Handling of Marijuana

We Can Deliver Boston LLC (“We Can Deliver Boston”) will implement the following sanitary requirements:

1. Any We Can Deliver Boston agent working in direct contact with Marijuana or non-edible Marijuana Products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness and washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
2. Hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Next to each sink there are effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
3. Ensure sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
4. Litter and waste will be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests.
5. Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
6. Buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
7. Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the We Can Deliver Boston facility. Plumbing properly conveys sewage and liquid disposable waste from We Can Deliver Boston. There will be no cross-connections between the potable and wastewater lines;
8. We Can Deliver Boston will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
9. Transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers; and
10. All vehicles and transportation equipment used in the transportation of Marijuana Products or Edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the Marijuana Products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Inventory Tracking

We Can Deliver Boston’s Chief Operating Officer will provide oversight of the inventory control system, supervising agents to ensure that all daily tasks are completed accurately, conducting inventory counts and tracking and recording movements.

Inventory reports will be generated in Metrc showing all marijuana products picked up from a Retailer, handled by We Can Deliver Boston and ultimately delivered to an adult use consumer. Only designated We Can Deliver Boston agents, such as the Manager, Chief Executive Officer, Chief Operating Officer and Director of Security are able to view inventory reports. Sales and inventory reports will be generated and customized based on a wide variety of data fields.

The Chief Operating Officer will use Metrc to conduct and document an audit of the inventory handled by We Can Deliver Boston, monthly and a comprehensive audit annually at least once every year after the date of the previous comprehensive inventory check. The record of each inventory will include, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Storage Requirements

- No marijuana products will be left unsecured or unattended at any time.
- All Products will be stored in a secure, locked storage compartment that is a part of the vehicle and that complies with the requirements of 935 CMR 500.110(8) for the transport of Products.
- All marijuana in the process of transport will be housed and stored in such a manner as to prevent diversion, theft, or loss.
- Security containers, final product storage vaults, cabinets, and other authorized storage containers will be kept locked when not under the direct supervision of an authorized agent entrusted with the contents.

Storage Conditions

- We Can Deliver Boston will maintain the following conditions for its storage areas:
 - provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 935 CMR 500.000;
 - storage areas will be maintained in a clean and orderly condition;
 - storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
 - storage areas will also be maintained in accordance with the security requirements of 935 CMR 500.110.

Inventory Procedures

Overview

We Can Deliver Boston LLC (“We Can Deliver Boston”) has established inventory controls and procedures for the conduct of inventory reviews and comprehensive review of delivery records. We Can Deliver Boston recognizes that the following operational aspects are necessary in order to maximize the effectiveness of We Can Deliver Boston’s inventory control program: proper product storage, security that addresses internal and external threats and accurate record keeping policies and procedures. We Can Deliver Boston has developed an internal control environment that mitigates the risk of inventory loss.

We Can Deliver Boston will maintain real-time inventory in compliance with 935 CMR 500.105(8) and track all Marijuana and Marijuana Product deliveries using, Metrc, the Seed-to-sale SOR as designated by the Commission. We Can Deliver Boston will only deliver inventory that is capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. All Marijuana and Marijuana Products delivered by We Can Deliver Boston will be obtained from a licensed Marijuana Retailer with which We Can Deliver Boston has a Delivery Agreement. All agreements between We Can Deliver Boston and a Marijuana Retailer shall be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over Licenses under 935 CMR 500.050(1)(a). The Commission shall be notified in writing of any substantial modification to a Delivery Agreement.

Inventory Storage

The maximum retail value of Marijuana or Marijuana Products allowed in We Can Deliver Boston’s vehicle at any one time shall be \$10,000. Marijuana and Marijuana Products will be transported in a secure, locked storage compartment that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8). We Can Deliver Boston will maintain, in each vehicle used for deliveries of Marijuana and Marijuana Products, a secure, locked storage compartment for the purpose of transporting and securing cash used as payment. The compartment will be separate from compartments required under 935 CMR 500.145(4)(h) for the transport of Marijuana and Marijuana Products.

Inventory Control System

- Metrc will be used to track marijuana and marijuana products onsite at We Can Deliver Boston. In addition, records of sales transactions will be recorded by Metrc.
- A limited number of individuals will have access to the Metrc system and will not be granted access until completion of Metrc training.

Orders

All Products delivered by We Can Deliver Boston will be obtained from a licensed marijuana retailer with which We Can Deliver Boston has a delivery agreement.

All orders for delivery by We Can Deliver Boston will comply with the following requirements.

1. Orders for home delivery will be received by a marijuana retailer and transmitted to We Can Deliver Boston for delivery to a residence.
2. Only marijuana products that are shelf-stable may be delivered.

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3. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by We Can Deliver Boston.
4. We Can Deliver Boston will deliver Products only to the residence address provided.
5. We Can Deliver Boston will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>. Prior to confirming a delivery, a We Can Deliver Boston agent will verify that that address is not a college, university or federal public housing by utilizing official websites available and in the event an address cannot be verified, the delivery will not be confirmed.
6. We Can Deliver Boston will only deliver Products for which a specific order has been received by a licensed marijuana retailer with which We Can Deliver Boston has a delivery agreement.
7. We Can Deliver Boston is prohibited from delivering Products without a specific order destined for an identified residence.
8. An order will be generated directly through a marijuana retailer.
9. We Can Deliver Boston will not deliver more Products to an individual consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1).
 - a. An individual order will not exceed one ounce of marijuana or its dry-weight equivalent. The individual order will only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of the pre-verification process.
10. A Marijuana Retailer that has entered into Delivery Agreements with We Can Deliver Boston for the purpose of transacting home deliveries to Consumers will establish a Pre-verification process for Consumers who intend to place orders for delivery with the Marijuana Establishment.
 - a. A Marijuana Retailer that holds more than one Marijuana Retailer license may establish a process to share Pre-verification information about Consumers among their multiple locations for the purpose of enabling deliveries from any licensed location operated by the Marijuana Retailer, provided however that information shall only be shared among locations upon the affirmative election by a Consumer.
 - b. To comply with the requirements of Pre-verification, We Can Deliver Boston will:
 - i. Require the Consumer to pre-verify with the Marijuana Establishment either in person or through a Commission-approved electronic means by presenting or submitting the Consumer's valid, unexpired government issued photo identification; and
 - ii. Examine the government-issued identification card and verify that the individual Consumer presenting or submitting the government-issued identification card is the individual Consumer that matches the government-issued identification card and that the individual Consumer is 21 years of age or older.
 - c. We Can Deliver Boston will only deliver one individual order, per consumer, during each delivery.
11. We Can Deliver Boston will not deliver to the same consumer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.

12. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by We Can Deliver Boston to the consumer.
 - a. All Retailers that We Can Deliver Boston has a delivery agreement with must confirm the packaging and labeling of the products being delivered is compliant with relevant regulations.
 - b. We Can Deliver Boston expects the Retailers to have prepared the order for delivery and will not tamper with or otherwise access the exit package provided by the Retailer.
13. Any Product that is undeliverable or is refused by the consumer will be transported back to the originating marijuana establishment that provided the product once all other deliveries included on a delivery manifest have been made. We Can Deliver Boston is prohibited from maintaining custody of Products intended for delivery overnight. We Can Deliver Boston will ensure that any undelivered product is returned to the appropriate Marijuana Retailer and not retained by We Can Deliver Boston.
 - a. The last delivery in a business day will be scheduled in a calculated manner which allows for the products to be returned in the event the delivery can not be completed. For example, if the Retailer closes at 8 pm. We Can Deliver Boston will schedule pick up of the order prior to 7 pm if the delivery location is within 30 minutes allowing the We Can Deliver Boston agents to return products to the retailer.
 - b. In the event an incident occurs out of We Can Deliver Boston's control, the Retailer will immediately be contacted and asked to remain on-site to receive and properly store the marijuana and marijuana products overnight.

Manifests

Every home delivery will have a manifest produced by the originating Marijuana Establishment and provided to We Can Deliver Boston. A manifest will be completed in duplicate, with the original manifest remaining with the originating Marijuana Retailer, and a copy to be kept with We Can Deliver Boston during the delivery. The manifest must be signed by the Consumer receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of We Can Deliver Boston. The manifest will be maintained within the vehicle during the entire transportation process, until all the deliveries are completed. We Can Deliver Boston will retain all transportation manifests for no less than one year and make them available to the Commission on request.

A signed manifest will serve as the written record of the completion of the delivery. The manifest will, at a minimum, include:

1. The originating Marijuana Retailer name, address, and License number;
2. The name and License number of the Delivery-only Licensee or a Marijuana Establishment with a Delivery Endorsement performing the home delivery;
3. The names and Marijuana Establishment Agent numbers of the Marijuana Establishment Agents performing the delivery;
4. The Consumer's name and address;
5. A description of the Marijuana or Marijuana Products being transported, including the weight and form or type of product;

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6. Signature lines for the agents who transported the Marijuana or Marijuana Products;
7. A signature line for Consumer who receives the Marijuana or Marijuana Products; and
8. The Delivery-only Licensee or a Marijuana Establishment with a Delivery Endorsement vehicle make, model, and license plate number.

We Can Deliver Boston will ensure that any Marijuana or Marijuana products that We Can Deliver Boston delivers are tracked using Metrc.

Insurance, Escrow and Bond Policy

Liability Insurance and Maintenance of Escrow

We Can Deliver Boston LLC (“We Can Deliver Boston”) will contract with an insurance provider [INSERT INSURANCE PROVIDER] to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. We Can Deliver Boston will consider additional coverage based on availability & cost-benefit analysis.

Vehicles used for delivery by We Can Deliver Boston will carry liability insurance in an amount not less than \$1,000,000 combined single limit.

If adequate coverage is unavailable at a reasonable rate, We Can Deliver Boston will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. We Can Deliver Boston will keep reports documenting compliance with 935 CMR 500.105(10).

Bond and Escrow Policy

Prior to commencing operations, We Can Deliver Boston will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for winding down business operations. If We Can Deliver Boston is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless We Can Deliver Boston has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Board Members and Executives

List of Board Members and Executives

Gabriel Salazar

Manager/ Chief Officer of Operation/Director of Strategic Partnership

Packaging and Labeling

Packaging Overview

All orders prepared for delivery will be pre-packaged in compliance with 935 CMR 500.105(6). All marijuana and marijuana products will be packaged in accordance with the following:

1. All marijuana products that are provided for sale to consumers will be sold in tamper or child-resistant packaging;
2. To the extent that it is not unreasonably impracticable for the specific type of product, marijuana products will be packaged in containers that are:
 - a. opaque and plain in design;
 - b. not bright colors, cartoon characters and other features designed to appeal to minors;
 - c. resealable for any marijuana product intended for more than a single use or containing multiple servings; and
 - d. certified by a child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700; or
3. That where compliance with the requirements of tamper or child-resistant packaging is deemed to be unreasonably impracticable, marijuana products will be placed in an exit package that is:
 - a. capable of being resealed and made child-resistant resistant again after it has been opened;
 - b. includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font: KEEP OUT OF REACH OF CHILDREN; and
 - c. is certified by a child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700.

Limits on Packaging Design

Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages will not be attractive to minors and will refrain from:

1. using bright colors, defined as colors that are “neon” in appearance;
2. imitating or having a semblance to any existing branded consumer products, including foods and beverages, that do not contain marijuana;
3. featuring cartoons;
4. featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typically marketed to minors;
5. featuring symbols or celebrities that are commonly used to market products to minors;
6. featuring images of minors; or
7. featuring words that refer to products that are commonly associated with minors or marketed to minors.

Packaging of Multiple Servings

Packaging for marijuana products sold or displayed for consumers in multiple servings will include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Furthermore, packaging for marijuana products in solid form sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings by adhering to the following:

- Edibles in a solid form will be easily and permanently scored to identify individual servings.
- Notwithstanding 935 CMR 500.105(6)(c), where a product is unable, because of its form, to be easily and permanently scored to identify individual servings, the product will be packaged in a single serving size. The determination as to whether a product can be easily and permanently scored will be decided by the Commission, consistent with sub-regulatory guidelines established by the Commission and provided to We Can Deliver Boston.
- Packaging for Marijuana Product Beverages will be packages solely in a single serving size. Multiple serving beverages are strictly prohibited for sale.

Marijuana product beverages will be packaged in a single serving size. Multiple serving beverages are strictly prohibited for sale.

Each serving of an edible marijuana product within a multi-serving package of edible marijuana products must be easily separable in order to allow an average person 21 years of age or older to physically separate, with minimal effort, individual servings of the product. Each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product.

Serving size will be determined by the processor, but in no instance will an individual serving size of any marijuana product contain more than five milligrams of delta-nine-tetrahydrocannabinol (Δ^9 -THC) subject to the testing variance specified in 935 CMR 500.160(11).

Labeling of Marijuana and Marijuana Products

Labeling of Marijuana Not Sold as a Marijuana Product

Prior to marijuana being sold or transferred, a legible, firmly affixed label on which the wording is no less than 1/16 of an inch in size will be placed on each package of marijuana that it makes available for retail sale or wholesale, containing at a minimum the following information:

1. The name and registration number, telephone number and email address of the Licensee that produced the marijuana, together with the retailer’s business telephone number, email address, and website information, if any;
2. The date that the contents were packaged, and a statement of which We Can Deliver Boston performed the packaging;
3. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
4. Net weight or volume in US customary and metric units, listed in that order;

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5. The full cannabinoid profile of the marijuana contained within the package, including THC and other cannabinoid level;
6. A statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
7. This statement, including capitalization: “This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;
8. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana:



9. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



The above listed requirements for labeling flower will not apply to Marijuana packaged by a Marijuana Cultivator for transport to a Marijuana Retailer provided however, that the retailer is responsible for compliance with the labeling requirements for all Marijuana Products sold or displayed for Consumers.

Labeling of Edibles

Prior to edible marijuana products being sold or transferred, a legible, firmly affixed label on which the wording is no less than 1/16 of an inch in size will be placed on each edible that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. The name and registration number of the marijuana product manufacturer that produced the marijuana product, together with business telephone number, electronic mail address, and website information, if any;
2. The name of the marijuana product;

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3. Refrigeration of the product is required, as applicable;
4. Total net weight or volume in US customary and metric units, listed in that order, of the Marijuana Product;
5. The number of servings within the Marijuana Product based on the limits provided in 935 CMR 500.150(3): Additional Labeling and Packaging Requirements for Edibles and the specific weight in milligrams of a serving size;
6. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
7. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol (Δ 9-THC) and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
8. The amount, in grams, of sodium, sugar, carbohydrates and total fat perserving;
9. The date of creation and the recommended “use by” or expiration date which will not be altered or changed;
10. A batch number, sequential serial number and bar codes when used, to identify the batch associated with manufacturing and processing;
11. Directions for use of the marijuana product;
12. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
13. A warning if nuts or other known allergens are contained in the product;
14. This statement, including capitalization: “The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN”;
15. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana:



16. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



Additional Requirements for Edible Marijuana Products

In addition to the requirements set forth in M.G.L. c. 94G, § 4(a^{1/2})(xxvi), and 935 CMR 500.105(5) and (6), the following information or statement is affixed to every container holding an edible marijuana product:

1. If the edible marijuana product is perishable or time and temperature controlled, a statement that the edible marijuana product must be refrigerated.
2. The date on which the edible marijuana product was produced.
3. A nutritional fact panel that must be based on the number of THC servings within the container.
4. Information regarding the size of each serving for the product by milligrams, the total number of servings of Marijuana in the product, and the total amount of active THC in the product by milligrams (mgs). For example: "The serving size of active THC in this product is X mg(s), this product contains Y servings of Marijuana, and the total amount of active THC in this product is (X*Y) mg(s)."
5. A warning that the impairment effects of edible marijuana may be delayed by two hours or more.

Once a label with a use-by date has been affixed to a container holding an edible marijuana product, it will not alter that date or affix a new label with a later use-by date.

A marijuana product manufacturer must ensure that each single serving of an edible marijuana product is physically demarked in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC.

Labeling of Marijuana Concentrates and Extracts

Prior to marijuana concentrates or extracts being sold or transferred, a legible, firmly affixed label on which the wording is no less than 1/16 of an inch in size is placed on each marijuana concentrate container that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. The name and registration number of the Marijuana Product Manufacturer that produced the Marijuana Product, together with the Marijuana Product Manufacturer's business telephone number, e-mail address, and website information, if any;
2. The name of the marijuana product;
3. Product identity including the word "concentrate" or "extract" as applicable;
4. Total net weight of volume expressed in US customary units and metric units, listed in that order, of the Marijuana Product;
5. If applicable, the number of servings in the Marijuana Product based on the limits provided in 935 CMR 500.150(4) and the specific weight in milligrams of a serving size;
6. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
7. A list of ingredients including, but not limited to, the full Cannabinoid Profile of the Marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol (Δ^9 -THC) and other Cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of

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volume, and the amount of specific additives infused or incorporated during the manufacturing process, whether active or inactive, including, but not limited to, thickening agents, thinning agents, and specific terpenes, expressed in absolute terms and as a percentage of volume.

- a. For Marijuana Vaporizer Devices, identification of specific additives shall include, but not be limited to, any additives identified on the FDA's Inactive Ingredient Database for "Respiratory (inhalation)" or "Oral" routes of administration and based on dosage form as an aerosol product or inhalant. The FDA Inactive Ingredient Database is available at <https://www.fda.gov/media/72482/download>. If the FDA database or its equivalent is no longer available, licensees shall use the database identified by the Commission.
 - b. For Marijuana Vaporizer Devices produced using only cannabis derived terpenes, the following statement: "This product was produced using only cannabis-derived terpenes."
 - c. For Marijuana Vaporizer Devices produced using terpenes other than cannabis-derived terpenes, the following statement: "This product was produced using terpenes derived from sources other than cannabis."
8. The date of creation and the recommended "use by" or expiration date;
 9. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
 10. Directions for use of the marijuana product;
 11. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
 12. A warning if nuts or other known allergens are contained in the product;
 13. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.";
 14. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana:



15. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



Labeling of Marijuana Infused Tinctures and Topicals

Prior to marijuana infused tinctures or topicals being sold or transferred the Marijuana Product Manufacturer will place a legible, firmly affixed label on which the wording is no less than 1/16 of an inch in size on each container of marijuana infused tincture or topical that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. The name and registration number of the Marijuana Product Manufacturer that produced the Marijuana Product, together with the Marijuana Product Manufacturer's business telephone number, e-mail address, and website information, if any;
2. The marijuana product's identity;
3. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
4. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol (Δ^9 -THC) and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
5. Total net weight or volume as expressed in US customary units and metric units, listed in that order, of the Marijuana Product;
6. If applicable, the number of servings in the Marijuana Product based on the limits provided in 935 CMR 500.150(3): Additional Labeling and Packaging Requirements for Edibles and the specific weight in milligrams of a serving size;
7. The date of product creation;
8. A batch number, sequential serial number, and bar code when used, to identify the batch associated with manufacturing and processing;
9. Directions for use of the marijuana product;
10. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
11. A warning if nuts or other known allergens are contained in the product;
12. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.";
13. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana:



14. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



In circumstances where the labeling of the marijuana product is unreasonable or impractical, the labeling information may be included on a peel- back label or may place the product in a sealed bag with an insert or additional, easily readable label firmly affixed to that bag.

Personnel Policies and Procedures

Overview

As outlined in We Can Deliver Boston LLC's ("We Can Deliver Boston") Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All We Can Deliver Boston agents are required to complete training as detailed in We Can Deliver Boston's Qualifications and Training plan which includes but is not limited to We Can Deliver Boston's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained by We Can Deliver Boston and a comprehensive discussion regarding We Can Deliver Boston's policy for immediate dismissal.

All training documentation will include the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters.

We Can Deliver Boston will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to We Can Deliver Boston's operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Firearms are strictly prohibited from We Can Deliver Boston vehicles and from We Can Deliver Boston agents performing home deliveries.

All individuals delivering Marijuana and Marijuana Products for We Can Deliver Boston directly to Consumers will be employees of We Can Deliver Boston and will hold a valid We Can Deliver Boston agent registration.

Alcohol, Smoke & Drug-Free Workplace

We Can Deliver Boston believes in a drug-free, healthy, and safe workplace. To promote this, our agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. Agents should notify

their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. We Can Deliver Boston will provide notice to Law Enforcement Authorities and the Commission in accordance with 935 CMR 500.110(8)(a), no more than twenty-four (24) hours after the incident occurs.

Personnel Records

Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with We Can Deliver Boston and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- A copy of the application that We Can Deliver Boston submitted to the Commission on behalf of any prospective We Can Deliver Boston agent;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- A staffing plan that will demonstrate accessible business hours; and
- All background check reports obtained in accordance with 935 CMR 500.030

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for We Can Deliver Boston will undergo a detailed background investigation prior to being granted access to a We Can Deliver Boston facility or vehicle or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for We Can Deliver Boston pursuant to 935 CMR 500.030 and will be used by the Chief Executive Officer, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with We Can Deliver Boston.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, We Can Deliver Boston will consider:

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- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, We Can Deliver Boston will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Table B to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, We Can Deliver Boston will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

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Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by Creative Service Inc (CSI), an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- Background check paperwork will be done by HR manager or manager to maintain confidentiality.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by We Can Deliver Boston or the Commission.

Qualifications

In accordance with 935 CMR 500.030, all candidates for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

We Can Deliver Boston will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that We Can Deliver Boston discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and We Can Deliver Boston will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

All individuals delivering marijuana and marijuana products directly to Consumers will be employees of We Can Deliver Boston and will hold a valid Marijuana Establishment Agent registration.

Key Staff

In the event of an incident or an emergency the following contacts should be notified:

Owner/Partner: Gabe Salazar

508-315-7240

Owner/Partner: Brittany Salazar

508-315-7240

Board Members and Executives

Manager – Gabe Salazar

External Agencies / Departments

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Town of Athol Fire Department:	978-249-3598
Town of Athol Health Department:	978-249-7934
Town of Athol Police Department:	978-249-3232
Town of Athol Town Hall:	978-249-4551

Agent and Physical Risk Reduction Measures

- Agents suspected of diversion will be reported to local law enforcement authorities;
- Surveillance cameras in Limited Access Areas and vehicles;
- Minimum of two (2) agents present when making deposits or withdrawals of cash; and
- The We Can Deliver Boston office is limited to only We Can Deliver Boston agents and all visitors and non-marijuana deliveries are scheduled to ensure unauthorized individuals do not gain access to the We Can Deliver Boston facility.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each agent will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

We Can Deliver Boston's training program begins at onboarding and will be conducted by the manager/shift supervisor. Hands on training topics include:

1. Confidentiality
2. Recordkeeping
 - a. Manifests
 - b. Vehicle Maintenance
3. Vehicle Overview
4. Regulatory Compliance
 - a. Agent Requirements
 - b. Receiving Marijuana and Marijuana Products from a Retailer
 - c. Cameras
 - d. GPS
 - e. Identification Verification
 - f. Randomized Routes
 - g. Communication Requirements
5. Customer Service
6. Security
7. Cash Handling
8. Attendance Policy
9. Using driver app
10. Dispatching
11. How to complete orders

All owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will attend the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of four (4) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once We Can Deliver Boston is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

We Can Deliver Boston will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. We Can Deliver Boston’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, We Can Deliver Boston’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Safely conducting deliveries;
2. Safe cash handling practices;
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;
6. Indications of impairment;
7. Notification to Consumers of use of mandatory recording devices;
8. Marijuana’s effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
9. Diversion prevention and prevention of sales to minors, including best practices;
10. Compliance with all tracking requirements;
11. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
12. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;

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- Incident and notification requirements;
- Administrative and criminal liability;
- License sanctions;
- Waste disposal;
- Health and safety standards;
- Patrons prohibited from bringing marijuana onto licensed premises;
- Permitted hours of sale;
- Conduct of establishment;
- Permitting inspections by state and local licensing and enforcement authorities;
- Licensee responsibilities for activities occurring within licensed premises;
- Maintenance of records;
- Privacy issues; and
- Prohibited purchases and practices.

Can-Doer

Can-Doer (Delivery Agents) are responsible for ensuring that marijuana and marijuana products are transported from the Retail Marijuana Establishment in which We Can Deliver Boston has a contract with to the customers. Delivery Agent responsibilities include:

- Following best practice for safety, both on the road and while receiving and delivering products;
- Communicate with Dispatch while on the road every thirty minutes;
- Meet delivery deadlines daily;
- Log entries, and maintain manifest log; and
- Ensure you are adhering to We Can Deliver Boston's security and transportation policies and procedures as well as the Delivery Plan.

Dispatcher

Dispatch is responsible for staying in communication every 30 mins with our Can-Doers. Their role is to optimize the routes and assign delivery task to the appropriate Can-Doer team.

- As orders are being placed and created through the API the dispatcher assigns orders to appropriate drivers for route optimization
- Communicates with Can-Doer every 30 mins through dash camera connected to LTE services
- Monitors Can-Doers through gps connected with dispatch software, and dash cam
- Creates return of product/cash task to bring it back to the dispensary
- Ensures Can-Doer procedures are followed
- In case of emergency secondary source to call 911 and let police know where the Can-Doers are located

Confidentiality

Information held by We Can Deliver Boston is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties. We Can Deliver Boston agents will receive confidentiality training during new hire orientation.

Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.

We Can Deliver Boston's technology systems harbors the technology required to abide with regulatory standards and prevent theft. Only systems approved by the Commission, in consultation with the DOR will be used. Access to customer information, including sales transactions will be available only to those agents performing dispensing duties.

We Can Deliver Boston will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. We Can Deliver Boston will immediately disclose the information to the Commission;
2. Cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. Take such other action directed by the Commission to comply with 935 CMR 500.105: General Operational Requirements for Marijuana Establishments

We Can Deliver Boston comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices at the point-of-sale for Marijuana and Marijuana Product sales, and non-Marijuana sales. We Can Deliver Boston will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, We Can Deliver Boston's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.

Whistleblower Policy

It is We Can Deliver Boston's intent to protect its integrity, ensure the highest standards of conduct among its staff, and adhere to all applicable laws and regulations. We Can Deliver Boston, therefore, encourages staff to report any reasonable belief that a legal violation or breach of We Can Deliver Boston policies have potentially occurred due to any practice or activity by We Can Deliver Boston or its team members, clients, or vendors.

If an agent believes or has knowledge to believe that a We Can Deliver Boston agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity that jeopardizes We Can Deliver Boston's assets or agents, he/she should immediately report the incident to the Director of Security or the Chief Operating Officer. Alternatively, a team member may provide an

anonymous report, but anonymous reports must include enough specific facts to enable We Can Deliver Boston to investigate the matter. We Can Deliver Boston will not retaliate against a staff member who, in good faith, reports any potentially improper activity. Nor will We Can Deliver Boston tolerate any other staff retaliating against or attempting to influence the team member for such reports. Any staff who engages in retaliation will be subject to discipline up to and including termination of employment.

The Director of Security will lead the investigation, with assistance from the Chief Operating Officer and the agent's manager, if necessary. Investigations will be completed as discreetly and confidentially as is determined to be practical. If it is determined that an agent engaged in illegal or prohibited activity, We Can Deliver Boston will take appropriate disciplinary measures against the offending agent(s). Disciplinary measures include but are not limited to warnings, suspensions, and termination. The Chief Operating Officer will inform the agent who made the complaint of the results of the investigation upon its completion.

It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent's employment. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Director of Security.

Code of Business Conduct and Ethics

We Can Deliver Boston expects its employees to adhere to a standard of personal and professional conduct and integrity. Such standard ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action. Due to the "at will" nature of the employment, the Company may terminate any employee at any time, with or without cause, including, but not limited to the following guideline grounds for suspension and/or termination:

1. Supplying false or misleading information when applying for employment, or at any time during employment;
2. Altering or falsifying records;
3. Possessing weapons or illegal substances on the premises;
4. Soliciting or receiving gratuities or other benefits in any form from vendors doing business with We Can Deliver Boston;
5. Theft or unlawful possession of stolen, lost or mislaid property of We Can Deliver Boston, including records, or the property of a customer or another employee;
6. Committing immoral or indecent conduct, soliciting persons for immoral purposes, or aiding and/or abetting any of the above;
7. Refusal or failure in performing assigned work, or any act of insubordination;
8. Engaging in any act of violence, or disorderly conduct, threatening or using abusive language, rudeness, or similar acts to any employee or customer;
9. Negligence or carelessness;
10. Abusing, defacing or destroying We Can Deliver Boston property;
11. Excessive tardiness and/or absenteeism;

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12. Uttering, publishing, or distributing false, vicious, or malicious statements concerning We Can Deliver Boston or any of its employees, vendors or customers;
13. Performance of duties that, as determined by such employee's supervisor, is substandard as to means, manner, efficiency, actual result, or potential result, or otherwise harmful or potentially harmful to We Can Deliver Boston or its customers;
14. Exceeding one's authority;
15. Violations of applicable law, including without limitation the Foreign Corrupt Practices Act and any other anti-corruption and anti-kickback laws; and
16. Committing any act which (a) shocks, insults or offends the community; (b) brings We Can Deliver Boston or any of its owners, directors, officers, employees, agents or other representatives into public disrepute, contempt, scandal or ridicule, (c) reflects unfavorably upon We Can Deliver Boston or any of its owners, directors, officers, employees, agents or other representatives, or (d) otherwise adversely affects or could adversely affect the success of We Can Deliver Boston.
17. Failing to take reasonable steps to learn all local and state regulations governing cannabis and staying updated on all applicable changes in law.
18. Failing to immediately notify Senior Management of any local, state, or federal regulator or law enforcement contacts and failing to cooperate with Senior Management regarding timely and accurately responding to regulators.
19. Making unauthorized representations or claims about Company's products or unlawful medical claims about Company's products.

Competition

Transparent, fair conduct in the marketplace is in everyone's best interests. In order for us to maintain our own image as a reliable and responsible partner, We Can Deliver Boston Agents are obliged to comply with rules on fair competition and firmly stand up against any illegal attempts to influence the market or restrict free competition and any breaches of competition and antitrust law. This includes the principle that the interests of the company must be kept strictly separate from the personal interests of employees involved in all business matters. In particular, We Can Deliver Boston stipulates that the following guidelines must be observed in terms of conduct with regard to corporate competition:

1. Agreements with competitors on market behavior, e.g., agreements on prices, capacity, market sharing or boycotts with regard to third parties, are forbidden.
2. Unfair commercial practices, such as exerting direct or indirect pressure over customers, suppliers or other partners, are forbidden.
3. Exchanging information with competitors, for example about prices, conditions, capacity, costs or similar confidential data, is forbidden.
4. Industrial espionage is forbidden.
5. Distributing information which is known to be incorrect (e.g., via competitors) is forbidden.

All of these guidelines also apply in full to work carried out in and on national or international associations, committees, lobby groups, and similar bodies.

Corruption and the Acceptance of Benefits.

We Can Deliver Boston Agents are obliged to firmly stand up against any form of corruption, bribery and acceptance of benefits. They are strictly forbidden from directly or indirectly accepting or offering money, non-monetary benefits (e.g., invitations), or other benefits (e.g., purchasing opportunities with special conditions) in order to influence business processes (e.g., in connection with the award and/or preparation and handling of contracts and the acquisition and execution of projects). Any activities or statements that could cast doubt over this approach are forbidden. We Can Deliver Boston Agents must make it clear to third parties that they cannot be influenced or corrupted by personal advantages and that they do not intend to influence or corrupt others. In the case of doubt, our employees must also refuse to accept and/or must return low-value tokens of appreciation and also politely but firmly turn down hospitality and/or insist on splitting the bill in the case of business meals. Company employees may make allowances for local, country-specific customs, e.g., in terms of hospitality, after giving them careful consideration. Our company also has clear internal rules on donations and sponsorship. We Can Deliver Boston does not and will not make donations to political parties, individuals, profit-oriented organizations, or groups whose aims are at odds with our company principles under any circumstances. All sponsorship is carried out transparently by means of a written contract and exclusively for business purposes, ensuring that there is an appropriate relationship between the service provided and the service received in return.

Conflicts of Interest.

As part of their work, We Can Deliver Boston Agents may find that their economic or other personal interests' conflict with the interests of the company. In order to minimize the risk of such conflicts of interest and maximize impartiality, all company employees are obliged to report any existing or potential conflict of interest to their line manager or other relevant focal point when it arises and/or is foreseeable. Conflicts of interest may arise on account of the following circumstances, inter alia:

1. Secondary employment.
2. Involvement of a team member in the company of a customer, supplier, partner, or a rival company of We Can Deliver Boston.
3. Involvement of a relative or other person with close connections to an employee in any of the examples mentioned above.
4. Relative or other person with close connections to an employee who is authorized to make decisions or able to influence a decision as a representative of the opposite party in commercial transactions. Where appropriate, the Company will find suitable measures in cooperation with the individual(s) concerned in order to avoid or rectify conflicts of interest for all those involved.
5. Engaging in outside business activities involving Company suppliers, subcontractors, government officials, cooperative research partners, or other federal agencies.

Questionable activities may also include serving on the board of directors of a company doing business with the Company, significant ownership in a company, consulting with or working for a company with activities inconsistent with regulations or failing to disclose outside business activities.

13.A.

In accordance with the regulations, no person or entity may have Direct or Indirect Control of more than three licenses in a particular class, except as otherwise specified in 935 CMR 500.000: Adult Use of Marijuana. Persons or Entities Having Direct Control means any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:

1. An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;
2. A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
3. A Close Associate;
4. A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to:
 - a. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 - b. To appoint more than 50% of the directors or their equivalent;
 - c. To appoint or remove Corporate-level officers or their equivalent;
 - d. To make major marketing, production, and financial decisions;
 - e. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts;
 - or
 - f. To earn 10% or more of the profits or collect more than 10% of the dividends.
5. A Person or entity appointed as a receiver.

Persons or Entities Having Indirect Control means any person or entity having indirect control over operations of a Marijuana Establishment. It specifically includes persons or entities having control over an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

Americans with Disabilities Act (ADA)

We Can Deliver Boston is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring employment opportunities for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. We Can Deliver Boston Agents with disabilities are made aware of their rights under

<https://www.mass.gov/service-details/about-employment-rights>.

Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equality with respect to pay and other forms of compensation (or changes in compensation), job assignments, classifications, organizational structures, and position description. We Can Deliver Boston is also committed to not discriminating against any qualified applicants because such applicants are related to or associated with a person with a disability. To the extent applicable, leave will be available to all qualified agents on an equal basis.

This policy is neither exhaustive nor exclusive. We Can Deliver Boston is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

Dismissal of Marijuana Establishment Agents

We Can Deliver Boston asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date. We Can Deliver Boston reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period. An exit interview will be scheduled on or near the final day of employment.

Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month. Under federal law, resigning agents are entitled to participate in We Can Deliver Boston's group health plan at their own expense for at least eighteen (18) months.

We Can Deliver Boston will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation. We Can Deliver Boston will notify the Commission no more than one (1) business day after the agent's employment concludes.

Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to We Can Deliver Boston's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

Exit Interview

Agents who resign from We Can Deliver Boston are asked to complete an exit interview with their manager or a member of the executive management team. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at We Can Deliver Boston and to gather suggestions for how We Can Deliver Boston can improve policies and practices.

Exit interviews are designed and intended to be constructive for both We Can Deliver Boston and agents. As a result, We Can Deliver Boston does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

Prevention of Diversion

Considerations regarding diversion prevention measures include, but are not limited to, We Can Deliver Boston LLC (“We Can Deliver Boston”) agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, or sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.

Inventory Control and Handling of Marijuana

We Can Deliver Boston will maintain real-time inventory and will track all marijuana and marijuana products, using Metrc in a form and manner to be approved by the Commission.

Where finished products that cannot be sold may be vulnerable, marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, is stored in a separate area, until such products are returned to the Retailer to be destroyed. We Can Deliver Boston will use a secure container for such products, maintain an electronic and written log of products pending destruction and audit the records for returned or rejected products in association with inventory audits.

Safe and Secure Storage of Marijuana

We Can Deliver Boston will transport Products in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination, while also protecting against deterioration of finished products or their containers. Access to the storage compartment will be limited to We Can Deliver Boston transportation agents and will be locked after each time the compartment is opened. All locks will be commercial grade and the storage area of the transportation vehicles will be under video surveillance.

Security System

All We Can Deliver Boston vehicles will be equipped with a video system that includes 1 video camera in the storage area of the vehicle and 1 dual facing video camera in the driver area of the vehicle that shows the drivers and the road. Which will remain operational at all times during the entire transportation process and which will have the ability to produce a clear color still photo whether live or recorded and a date and time stamp embedded in all recordings which will always be synchronized and set correctly and will not significantly obscure the picture.

All security equipment in the We Can Deliver Boston vehicle will be in good working order and inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test. During initial training, We Can Deliver Boston agents will be made aware of the video cameras and that the surveillance footage is reviewed by Dispatchers and Managers.

Identification Verification

We Can Deliver Boston will ensure any consumer making a purchase for delivery has the government-issued photo identification a Consumer intends to use to verify her or his age at the time of delivery examined and authenticated by the Marijuana Retailer prior to the first Individual Order. We Can Deliver Boston's website will make the identification verification requirements explicit and upon order confirmation, the consumer will be reminded that they must have the identification available when We Can Deliver Boston agents arrive to complete the delivery for examination.

Pre-verification of the Consumer's identification must be performed in-person at the Marijuana Retailer's physical location or through a Commission approved electronic means and shall include examination of the Consumer's valid, unexpired government issued photo identification that bears a date of birth. We Can Deliver Boston will not perform a delivery to any Consumer who has not established an account for delivery through Pre-verification of the Consumer's identification by the Marijuana Retailer.

Upon arrival at the delivery location, agents will not deliver Marijuana or Marijuana Products to any Person other than the Consumer who ordered the Marijuana or Marijuana Products. Customers will be required to present their identification for verification and comparison to the identification provided during the pre-verification process as described below.

At the time of delivery, We Can Deliver Boston will verify the age and identity of the Consumer at the Consumer's Residence to ensure that Marijuana and Marijuana Products are not delivered to individuals younger than 21 years old. Prior to relinquishing custody of the Marijuana or Marijuana Products to the Consumer, the We Can Deliver Boston Agent conducting the delivery will verify that the identification of the Consumer receiving the Marijuana or Marijuana Products matches the pre-verified identification of the Consumer who placed the order for delivery by:

- Viewing the valid government-issued photo identification as provided for Pre-verification as detailed above;
- Viewing proof of order generated at the time of order; and
- Receiving the signature of the Consumer who ordered the Marijuana or Marijuana Products on the manifest for the Marijuana or Marijuana Products and verifying that the signature matches the government-issued photo identification presented.

Quality Control and Testing

Quality Control

We Can Deliver Boston LLC (“We Can Deliver Boston”) will comply with any sanitary requirements of 935 CMR 500.000 with respect to its delivery operations. We Can Deliver Boston will ensure that We Can Deliver Boston’s vehicles are always maintained in a sanitary fashion and will comply with all applicable sanitary requirements. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands appropriately.

- At the end of each shift, We Can Deliver Boston agents will wipe down the passenger area and sanitize the seats, steering wheel, high touch points and dash.
- Agents are strictly prohibited from eating or smoking in the transportation vehicles and are not permitted to transport anything other than Delivery Items as approved by the Commission.

We Can Deliver Boston will transport Marijuana and Marijuana Products in a secure, locked storage compartment that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8). For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by We Can Deliver Boston to the Consumer. Only Marijuana Products that are Shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by We Can Deliver Boston. We Can Deliver Boston will coordinate with the originating Marijuana Establishment and any relevant Third-party Technology Platform Provider as necessary to ensure that only appropriate products are available for delivery. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination.

We Can Deliver Boston will ensure that there is sufficient space (in both its vehicles and at its licensed location) for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. All contact surfaces, will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana.

Any Marijuana or Marijuana Product that is undeliverable or is refused by the Consumer will be transported back to the originating Marijuana Establishment that provided the product once all other deliveries included on a delivery manifest have been made. We Can Deliver Boston is prohibited from maintaining custody of Marijuana or Marijuana Products intended for delivery overnight. We Can Deliver Boston acknowledges that it is the responsibility of We Can Deliver Boston to ensure that any undelivered product is returned to the appropriate Marijuana Retailer and not retained by We Can Deliver Boston.

Quality Control Samples

A Marijuana Product Manufacturer may provide a Quality Control Sample of Marijuana Product to its employees for the purpose of ensuring product quality and determining whether to make

the product available to sell. Provision of a Quality Control Sample under this subsection shall not be considered a prohibited practice under 935 CMR 500.105(4)(b)20.

Vendor Samples

In the event that We Can Deliver Boston accepts a vendor sample of a marijuana product from a Product Manufacturer, We Can Deliver Boston will adhere to all of the restrictions and requirements listed below. Provision of a vendor sample under this subsection will not be considered a prohibited practice under 935 CMR 500.105(4)(b)20.

We Can Deliver Boston will ensure that vendor samples are not be consumed on any licensed premises and will not be sold to another licensee or consumer. We Can Deliver Boston will ensure that the vendor sample has been tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products and transported in accordance with 935 CMR 500.105(13): Transportation Between Marijuana Establishments.

We Can Deliver Boston will only accept the following vendor sample limits in a calendar month period:

- Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
- Five hundred milligrams of Edibles Marijuana Products whereby the serving size of each individual sample does not exceed five milligrams; and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
- Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8), a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

All vendor samples provided by a Product Manufacturer under 935 CMR 500.130(7) will be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission and will further be designated as “Vendor Sample.”

We Can Deliver Boston will only accept vendor samples that have a legible, firmly affixed label in which the wording is no less than 1/16 inch in size containing at minimum the following information:

- A statement that reads: “VENDOR SAMPLE NOT FOR RESALE”;
- The name and registration number of the Marijuana Product Manufacturer;
- The quantity, net weight, and type of Marijuana Product contained within the package; and
- A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Vendor Sample that is traceable in Metrc.

Testing

As part of its negotiations with Marijuana Retailers, We Can Deliver Boston will ensure that any contract with a Marijuana Retailer includes language pertinent to the proper testing of marijuana and marijuana products prior to We Can Deliver Boston delivery of such products, which will include the standards required under 935 CMR 500.160 (as further detailed below).

We Can Deliver Boston will not deliver marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of any marijuana products delivered by We Can Deliver Boston will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of the environmental media used by cultivators will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The marijuana delivered by We Can Deliver Boston will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. We Can Deliver Boston acknowledges and understands that the Commission may require additional testing and will ensure that the Retailer that We Can Deliver Boston works with acknowledge and understand the same.

We Can Deliver Boston will ensure that, for each marijuana establishment that it sources its products from, such marijuana establishment's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both the marijuana establishment and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

The marijuana establishments that We Can Deliver Boston delivers products for will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies

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described herein and will maintain the results of all testing for no less than one year. We Can Deliver Boston acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the marijuana establishment for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

Recordkeeping

Overview

We Can Deliver Boston LLC (“We Can Deliver Boston”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of We Can Deliver Boston documents. Records will be stored at We Can Deliver Boston in closet, a locked room designated for record retention. All written records will be available for inspection by the Commission upon request. We Can Deliver Boston records are only reviewed by the Human Resources Manager and Managers as necessary as well as Commission staff.

To ensure that We Can Deliver Boston is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of We Can Deliver Boston’s quarter-end closing procedures. In addition, We Can Deliver Boston’s operating procedures will be updated on an ongoing basis as needed.

Corporate Records: Those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of State Filings
 - Board of Directors Meetings
 - Minutes from Board of Directors Meetings

Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;

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- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over We Can Deliver Boston;
- List of all executives of We Can Deliver Boston, and members, if any, which must be made available upon request by any individual.

Personnel Records: At a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each We Can Deliver Boston agent. Such records will be maintained for at least 12 months after termination of the agent's affiliation with We Can Deliver Boston and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
- Personnel policies and procedures, including, at a minimum, the following:
 - Code of ethics;
 - Whistle-blower policy; and
 - A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
- All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029: Registration and Conduct of Laboratory Agents, 935 CMR 500.030: Registration of Marijuana Establishment Agents, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

Agent Training Records

Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

Responsible Vendor Training

We Can Deliver Boston shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

Inventory Records

The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory. Inventory records will be maintained as required by 935 CMR 500.105(8).

Seed-to-Sale Tracking Records

We Can Deliver Boston will use Metrc as the seed-to-sale tracking software to maintain real-time inventory.

Incident Reporting Records

Within ten (10) calendar days, We Can Deliver Boston will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by We Can Deliver Boston for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

Visitor Records

A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor. The visitor log will be audited daily by Dispatchers.

Waste Disposal Records

In the event agents handle waste, We Can Deliver Boston will create and maintain a record of any marijuana or marijuana products returned to a Retailer for waste disposal. We Can Deliver Boston will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Security Records

Videos of deliveries will be retained for at least thirty (30) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer. A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request. Recordings shall not be destroyed or altered and shall be retained as long as necessary if We Can Deliver Boston is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

Transportation Records

We Can Deliver Boston will retain all manifests for a minimum of one (1) year and make them available to the Commission upon request.

Vehicle Records

Records that any and all of We Can Deliver Boston's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request. In addition, all internal vehicle inspection checklists and reports will be retained for a minimum of one (1) year.

Closure

In the event We Can Deliver Boston closes, all records will be kept for at least 2 years at We Can Deliver Boston's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, We Can Deliver Boston will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

Written Operating Policies and Procedures

Policies and Procedures related to We Can Deliver Boston's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110: Security Requirements for Marijuana Establishments;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000: Adult Use of Marijuana;
- Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11): Storage Requirements;
- Description of the various strains of Marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which Marijuana will be sold;
- Procedures to ensure accurate recordkeeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained;
- A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
 1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;

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2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any Other Jurisdiction
- A list of all board of directors, members and Executives of a Marijuana Establishment, and Members, if any, of the Licensee must be made available on request by any individual. This requirement may be fulfilled by placing this required information on the Marijuana Establishment's website;
 - Policies and procedure for the handling of cash on Marijuana Establishment Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.
 - Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
 - Policies and procedures for energy efficiency and conservation that shall include:
 - Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
 - Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby:
 - Each employer must furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees and must comply with occupational safety and health standards promulgated under this act.
 - Each employee must comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

Manifests

Every home delivery will have a manifest produced by the originating marijuana establishment. A manifest will be completed in duplicate, with the original manifest remaining with the originating marijuana retailer, and a copy to be kept with We Can Deliver Boston. The manifest will be signed by the consumer receiving the Products and a We Can Deliver Boston agent. A signed manifest will serve as the written record of the completion of the delivery.

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The manifest will, at a minimum, include:

1. The originating marijuana retailer name, address, and License number;
2. We Can Deliver Boston's name and License number;
3. The names and marijuana establishment agent numbers of the marijuana establishment agents performing the delivery;
4. The consumer's name and address;
5. A description of the Products being transported, including the weight and form or type of product;
6. Signature lines for the agents who transported the Products;
7. A signature line for consumer who receives the Products; and
8. We Can Deliver Boston's vehicle make, model, and license plate number.

A separate log will be maintained for each delivery. For each delivery, We Can Deliver Boston agents will record:

1. The location of the originating marijuana establishment and date and time the vehicle leaves the location;
2. The mileage of the transporting vehicle at departure from the marijuana establishment, the mileage on arrival at each Consumer destination, and mileage on return to the marijuana establishment;
3. The date and time of departure from the marijuana establishment and arrival at each consumer destination for each delivery; and
4. An entry indicating the date and time of the last delivery in an order.

The manifest and transportation log will be maintained within the vehicle during the entire transportation process, until all deliveries are completed. All manifests will be retained for no less than one year and made available to the Commission upon request. Once We Can Deliver Boston vehicles are parked for the night, the transportation logs and manifests from the day must be provided to an agent at the We Can Deliver Boston facility for record retention.

Third-Party Platforms

Any agreement between We Can Deliver Boston and third-party technology platform provider will be available for inspection pursuant to 935 CMR 500.101 and control limitations pursuant to CMR 500.050(1)(a). We Can Deliver Boston will notify the Commission within five (5) days of any modification to an agreement with third-party technology platform provider and any new, additional, or assigned agreements with the provider.

Delivery Agreements

We Can Deliver Boston may deliver Marijuana or Marijuana Products directly to Consumers from a Marijuana Retailer or MTC with which the Delivery-only Licensee has a Delivery Agreement. A Marijuana Retailer that has entered into Delivery Agreements with We Can Deliver Boston for the purpose of transacting home deliveries to Consumers shall establish a Pre-verification process for Consumers who intend to place orders for delivery with the Marijuana Establishment. We Can Deliver Boston will only obtain Marijuana or Marijuana Products for delivery from a licensed Marijuana Retailer with which We Can Deliver Boston has a Delivery Agreement. All agreements between We Can Deliver Boston will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over

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Licenses under 935 CMR 500.050(1)(a). The Commission will be notified in writing of any substantial modification to a Delivery Agreement.

We Can Deliver Boston currently has delivery agreements with the following retailers:

Cultivate

Garden Remedies

Sanctuary

ReLeaf

Record-Retention

We Can Deliver Boston will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Security Plan

Overview

We Can Deliver Boston LLC (“We Can Deliver Boston”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed security policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

We Can Deliver Boston will implement adequate security measures to ensure that each vehicle used for transportation of Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft, or loss of Products. At a minimum, security measures for each operational delivery vehicle will include:

1. A vehicle security system that includes an exterior alarm;
2. For the purpose of transporting Products, a secure, locked storage compartment that is not easily removable;
3. For the purpose of transporting and securing cash used as payment for deliveries of Products, a secure, locked storage compartment that is not easily removable;
4. A secure means of communication between each vehicle and We Can Deliver Boston’s dispatching location. The secure means of communication will be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication will include:
 - a. Two-way digital or analog radio (UHF or VHF);
 - b. Cellular phone; or
 - c. Satellite phone.
5. A global positioning system (GPS) monitoring device that is:
 - a. Not a mobile device and that is attached to the vehicle at all times that the vehicle contains Marijuana or Marijuana Products; and
 - b. Monitored by the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement at a fixed location during the transportation of Marijuana or Marijuana Products for the purpose of home delivery with location checks occurring at least every 30 minutes. The Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement may delegate monitoring of the GPS to the Third-party Technology Platform Provider with which the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement has a contract, provided that the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall be responsible for ensuring that monitoring occurs as required under 935 CMR 500.110(8): Security Requirements for Delivery Licensees or Marijuana Establishments with Delivery Endorsement Operations
6. A video system that includes one camera in the storage area of the vehicle and one in the driver area of the vehicle. The video system will remain operational at all times during the entire transportation process and will have:
 - a. the ability to produce a clear color still photo whether live or recorded; and
 - b. A date and time stamp embedded in all recordings that will be synchronized and set correctly at all times and will not significantly obscure the picture.

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- c. The video cameras in We Can Deliver Boston's vehicles will be permanently installed by a licensed professional security company.
7. All security equipment in each vehicle will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

We Can Deliver Boston agents engaged in the delivery of Products to a consumer will have on their person an operational body camera during all times that the We Can Deliver Boston agent is outside of the delivery vehicle for the purpose of transacting a delivery.

We Can Deliver Boston agents transporting Products for home delivery will ensure that all vehicles used for deliveries are staffed with a minimum of two We Can Deliver Boston agents. At least one We Can Deliver Boston agent will remain with the vehicle at all times that the vehicle contains Products.

All We Can Deliver Boston agents acting as delivery employees of We Can Deliver Boston will have attended and successfully completed Responsible Vendor Training Basic Core Curriculum and Delivery Core Curriculum courses in accordance with 935 CMR 500.105(2)(b) prior to making a delivery.

A We Can Deliver Boston agent will document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which We Can Deliver Boston is licensed within 24 hours of the discovery of such a discrepancy. We Can Deliver Boston will report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents and will otherwise comply with the incident reporting requirements set forth under 935 CMR 500.110(9): Incident Reporting.

The following individuals will have access to We Can Deliver Boston operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law enforcement, police and fire departments, and emergency medical services in the course of responding to an emergency.

935 CMR 500.000 will not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction. All vehicles We Can Deliver Boston uses for home delivery are subject to inspection and approval by the Commission prior being put into use. We Can Deliver Boston understands it is responsible for making the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.

Prohibited Items and Weapons

Firearms are strictly prohibited from We Can Deliver Boston vehicles and from marijuana establishment agents performing home deliveries. Items that constitute a threat to agents, state and local law enforcement, visitors, and the We Can Deliver Boston facility are expressly prohibited, regardless of whether the individual or agent holds a valid permit to carry a weapon. This includes, but is not limited to, items such as firearms, knives, pepper sprays, chemicals, explosives, clubs, box cutters, and any items deemed unlawful by law enforcement.

Security Program Management Roles and Requirements

- Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for We Can Deliver Boston.
- The Director of Security is responsible for implementing and administering the Security Policies and Procedures as prescribed as well as any approved changes.
- The Director of Security will continuously develop and update emergency policies and procedures for securing all marijuana or marijuana product (“Products”) following any instance of diversion, theft, or loss of marijuana and will conduct an assessment to determine whether additional safeguards are necessary.
- The Director of Security will also develop sufficient additional safeguards as required by the Commission for any special security concerns.
- Managers are responsible for ensuring security measures within each division of We Can Deliver Boston.
- Access to Products will be limited to We Can Deliver Boston agents who have a need and who are also capable of safeguarding such products. Unauthorized agents and visitors will not have access to Product.
- We Can Deliver Boston agents with approved access to Products are responsible for the product when in their control. Agents will also be responsible for safeguarding any Products that come into their possession while performing assigned duties.
- Agents will promptly report any safety or security concerns regarding agents, consumers, or visitors to the Director of Security. This includes any information that reflects adversely upon the integrity or general character of an agent; information that indicates the agent’s inability to safeguard Products, or any other information that may jeopardize We Can Deliver Boston’s operations in any way; and any information that may adversely affect the security and safety of the premises.
- The Director of Security will provide security administration and management for We Can Deliver Boston.
- The Director of Security will ensure We Can Deliver Boston agents undergo required background screening prior to being granted access to the premises and/or offered employment, including but not limited to screening of financial history, criminal history, previous employment and known affiliations, and any other information required by the Cannabis Control Commission.
- We Can Deliver Boston will keep all equipment used for the storage of marijuana products securely locked and protected from entry, except for the actual time required to remove or replace marijuana.
- The Director of Security will ensure compliance and adherence to the Commission’s regulations, including—but not limited to—935 CMR 500.110.

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- The Director of Security will serve as the primary point of contact for law enforcement for all security-related matters.
- The Director of Security, in coordination with We Can Deliver Boston agents, will establish and maintain a secure visitor management program, including a visitor log.
- The Director of Security will provide initial security training program for new agents as well as annual training for all agents.
- The Director of Security will establish and maintain safe and secure policies and procedures for transportation.
- The Director of Security, in collaboration with the Chief Operating Officer, will update the Security Policies and Procedures as needed; at a minimum the Security Policies and Procedures will be updated/reviewed on an annual basis.

Response to Hostile Customer

In the case of an individual who demonstrates verbal or physical aggression toward employees while out on a delivery:

- Try to calm the individual down by speaking to them in a respectful manner so as not to further agitate them.
- Individually listen to the individual's needs or complaints to see if the issue can be resolved at that time.
- Any employee can do this, but if the situation escalates, inform the manager on duty.
- If this does not deter the individual, security will be notified.
- If the individual becomes physically aggressive (i.e. throwing things, touching others, or otherwise threatening to harm anybody), the We Can Deliver Boston agent will immediately leave the customer's property
- If the situation escalates any further, press one of the silent alarms and remain calm until law enforcement arrives.
- Document the encounter and inform the Commission.

Response to Criminal Trespass/Indication of Security Compromise (Non-Hostile)

- In the event an agent detects that criminal trespass has occurred, the agent should report this information to the Director of Security or a security agent immediately.
- Security agents will remain at the location of suspected compromise when possible.
- Agents will immediately notify the Director of Security for a determination of actions to be taken.
- If necessary, the Director of Security will request assistance from law enforcement and notify the Commission as required.
- The Director of Security will prepare an Incident Report that will be submitted to the Chief Operating Officer.

Theft or Robbery

- Employees will not try to confront the assailant.
- Press the closest silent alarm and wait for law enforcement to arrive.
- Remain in place, do not move, and do not engage the assailant(s).
- As soon as it is safe to do so, Management personnel will contact local law enforcement. State agencies will be notified as specified in local security procedures.

Response to Fire

- In the event of a fire, the agent discovering the fire will immediately dial 911 and activate the internal fire alarm.
- If safe to do so and at the agent's discretion, the agent may extinguish the fire.
- If possible, agents leaving the affected area should attempt to turn off electrical equipment and close doors to prevent the spread of smoke or fire.
- All occupants will exit the building using the nearest safe exit.
- Occupants exit the facility via a side barn door and will assemble for a "roll call" in the parking lot, ensuring that they remain clear of responding fire apparatus.
- Smoke and fire alarms to be tested on a monthly basis.
- Fire extinguishers and the fire suppression system to be tested/inspected on an annual basis.
- The Director of Security will perform and document an annual fire evacuation drill in consultation with the local fire department.
- Fire evacuation maps will be clearly posted around the We Can Deliver Boston facility and agents will review the maps on an ongoing basis.

Hazardous Weather/Shelter-In-Place

- Evacuees will follow the public official's instructions on the Emergency Alert System station.
- In the event that hazardous weather or other natural or manmade circumstances require a shelter-in-place order, the following procedures will be performed by security agents to implement the sheltering plan:
 - Announce to agents that a shelter-in-place has been advised and that the sheltering plan will be implemented;
 - If safe to do so, allow agents to depart prior to putting shelter procedures into place;
 - Take "roll call" and record number of agents who will be sheltering in the facility;
 - Secure and lock all doors and windows;
 - Move agents to a designated sheltering room in center of the facility; and
 - Continue monitoring Emergency Alert System, radio, TV, and other methods of communication to determine when an "All Clear" is issued and the shelter-in-place can be lifted.

Employee Security Policies

- Access to We Can Deliver Boston facilities is limited to registered agents and those persons allowed access by the state. All board members, directors, employees, Executives, managers, and volunteers who are associated with We Can Deliver Boston.
- All employees will be assigned access keys, cards, and personal security codes. These access controls are always to be protected and used only by the authorized employees.
- We Can Deliver Boston will prohibit keys from being left in the locks or stored or placed in a location accessible to an individual other than those that are authorized personnel.
- All employees will always wear their badge in a visible, above-the-waist location.

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- Security Agents will determine an individual's reason for accessing the facility whether the individual is an employee or visitor of We Can Deliver Boston and review federal or state photo ID and verify that the individual is over 21 years of age.
- Visitors will sign-in and sign-out on a visitor log.
- The visitor log will minimally include the name of the visitor and the date, time of arrival and departure, purpose of visit, the visitor identification badge number or other unique identifier, areas of the facility visited, and names of all employees visited.
- Each visitor will receive a visitor badge for use while on site and return the badge prior to leaving the site.
- Visitors will display their visitor badge and be escorted while on the premises.
- The Commission or its delegees may arrive for an inspection announced or unannounced and will be granted access to any area of the facility, as requested.
- Emergency visitors, e.g., emergency medical professionals or law enforcement, etc., will be signed-in per local procedures.
- Employees will be trained to use and understand security procedures and equipment as necessary in the event of an emergency.
- Panic buttons are placed throughout the vehicle. If safe to do so, these buttons will be used if intruders enter the vehicle, a robbery occurs, or if the safety of any employee or patron becomes threatened.
- If at any time the access controls are lost or compromised, the employee will notify their supervisor immediately and assist with the recovery process as necessary.
- It is the responsibility of every employee to aid in the security of We Can Deliver Boston through prevention, awareness, reporting, and responsible incident management.
- Employees will properly store and secure all Products and cash.
- Employees are responsible for supervising all Product at all times throughout their shift.
- Employees will be trained to identify suspicious behavior and to be observant of their surroundings.
- All employees are required to pay special attention to their surroundings..
- It is strict We Can Deliver Boston policy that all employees closing for the day leave the facility together and never alone.
- Employees are responsible for reporting any suspicious activities from visitors, customers, or their colleagues to their supervisor immediately.

Detecting Diversion

The following observations could lead to the detection of diversion:

- An individual or purchases an unusually large amount of Products on a frequent basis.
- Large purchases are made in an unreasonably short time frame.
- In a confidential matter, employees will use their best judgment when observing consumer purchasing habits.

Access to the Premises

We Can Deliver Boston will implement security protocols and procedures to limit access to the licensed premises to only individuals that have been positively identified as 21 years of age or older. Loitering will be strictly prohibited. We Can Deliver Boston will ensure that only individuals engaging in activity expressly or by necessary implication permitted by the

Commission or applicable laws are allowed to remain on the premises. All entrances to the facility will be clearly marked and secured with commercial grade locks, alarms and remain under clear surveillance 24 hours a day, 7 days a week to prevent unauthorized access.

Visitor Access Procedures

- Photograph identification, such as a valid driver's license, will be required for all authorized visitors.
- We Can Deliver Boston agents will positively identify all visitors and to confirm that each individual is 21 years or older.
- Visitor Record: A visitor sign-in and sign-out record will be required. This record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- The visitor log will be hung by the doorway with visitor badges.
- Visitors will be provided a visitor badge which must be visibly displayed at all times while they are on the premises.
- Visitors are informed of their responsibility to keep the Visitor ID clearly visible as well as the prohibition on handling any marijuana and marijuana products and requirement to remain with their escort, a registered agent.

Limited Access Areas

- Limited Access Areas will be clearly identified with a posted sign that will be a minimum of 12" x 12" and states "Do Not Enter – Limited Access Area – Access Limited To Authorized Personnel Only" in lettering no smaller than one inch in height.
- Limited Access Areas will be clearly described by the filing of a diagram of the We Can Deliver Boston Premises, in the form and manner determined by the Commission, reflecting entrances and exits, including loading areas, walls, partitions, counters, storage and disposal.
- The minimum number of authorized agents essential for efficient operation will have access to management offices. Access will be restricted using zoned proximity reader key cards and by maintaining internal automatic locking doors.
- Agents will visibly display their We Can Deliver Boston ID badge while performing job duties on-site or off-site.
- Agents may not bring bags, camera phones, backpacks, or purses from the break room into the areas where consumers and other visitors are present. Agents will use closet for storing personal belongings during scheduled work hours. Any item that could be used for diversion may be prohibited at the discretion of the Director of Security.
- All outside vendors contractors and visitors will obtain a Visitor Identification Badge prior to entering a Limited Access Area and will be escorted at all times by an We Can Deliver Boston authorized to enter the Limited Access Area. All Visitors will be logged in and out and that log will be available for inspection by the Commission at all times. All Visitor Identification Badges will be returned to We Can Deliver Boston on exit.

Perimeter Controls, Monitoring, and Controlled Access

- Individuals who are not engaged in an activity expressly permitted under 935 CMR 500.000 are prohibited from the premises of an We Can Deliver Boston facility.

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- Proper lighting will be used and maintained at all times, including after normal business hours, in and around an We Can Deliver Boston facility. The lighting will include areas around the premises including entry and exit points, parking areas, and the perimeter fence lines.
- Foliage on the premises will be maintained in a manner that does not allow persons to conceal themselves from sight.
- All entry points and perimeter windows will be alarmed.
- The perimeter will be monitored twenty-four (24) hours a day by a remote monitoring center and security agent(s).

Vehicle Inspections

The Drivers or a designated alternate will conduct regularly scheduled security checks of the We Can Deliver Boston vehicles. The checks include, making sure camera connections are secured, no tampering of the vehicle or cameras have occurred, the vehicle and cameras are in working order. These checks are done in person, daily and a vehicle/camera log is kept for a year. If the vehicle is not found to be in order, delivery drivers will contact the Dispatcher and document the incident in a report to be approved by the Director of Security.

Vehicle inspection policies are two-fold. First, We Can Deliver Boston requires our agents to complete a visual inspection of the vehicle prior to loading the beginning any delivery services. This visual inspection should confirm all operating parts are in good working order, tires are fully inflated, vehicle is fully fueled, and that there are no unintended or stray products or equipment in the vehicle. This basic maintenance check should also ensure the vehicle is equipped with a car charger for cell phones, spare tire and jack, tire chains, ice scraper and/or shovel, jumper cables, car battery charger, road flares, and other vehicle basics as applicable based on the weather. Additionally, the vehicle will be inspected for signs of tampering.

Agents will date, sign, and initial the Vehicle Inspection Log prior to starting deliveries. Regularly scheduled maintenance checks at an approved, local dealership will likewise ensure our vehicles are always in good working order. Vehicle inspections may also occur while at a facility or en route to an approved facility by members of the State and Local Regulators. Agents will be trained to comply with any stops and inspections initiated by State and Local Regulators. Our agents will remain non-confrontational, compliant, polite, and cooperate fully with the officials initiating or conducting the inspection. Should such inspection occur, the agents must notify the Dispatcher as soon as practicable using their secure communication line. A record of the inspection, including the name and badge number(s) of the official(s) conducting the inspection, location of the inspection, reason for the inspection, and outcome of the inspection will likewise be memorialized as soon as practicable.

Intrusion Detection Systems (IDS)

The custom IDS includes intrusion detection, camera monitoring, fire alarms, and proximity reader components, among other features.

- Central Monitoring Station:
 - The IDS has multiple redundancies in place to ensure connectivity with the central monitoring station including, but not limited to, a secure connection using digital, wireless, and radio-controlled frequencies.

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- When the central monitoring station detects an intrusion, malfunction, or tampering, security agents, law enforcement, and management will be notified within five (5) minutes after the failure, either by text message, email, or telephone. If needed, repairs to the IDS system will be made immediately or within a 24-hour period.
- IDS Operations
 - The IDS will have all external zones activated twenty-four (24) hours a day, and internal zones will be armed on a regularly scheduled time period. A daily record will be maintained at the We Can Deliver Boston facility and will identify the person responsible for setting and deactivating the IDS. In most cases, the system will self-arm on a regularly scheduled basis, and all exterior points of access will be armed at all times.
 - A failure to activate or deactivate the IDS will be reported to the Director of Security and a record will be maintained for at least ninety (90) days.
 - Records will also be maintained for ninety (90) days indicating time of receipt of alarm, name of security staff responding, time of dispatch to the We Can Deliver Boston facility, response time until security staff arrived at the alarm location, nature of the alarm, and relevant response actions.
- Surveillance Room
 - We Can Deliver Boston's vehicle will have a security system as well as an exterior alarm. All We Can Deliver Boston vehicles will be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which will remain operational at all times during the entire transportation process and which will have the ability to produce a clear color still photo whether live or recorded and a date and time stamp embedded in all recordings which will always be synchronized and set correctly and will not significantly obscure the picture.
 - All security equipment in the We Can Deliver Boston vehicle will be in good working order and inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.
- Power Outage
 - We Can Deliver Boston has a separate generator that will provide electricity to all security systems in the event of a power outage for a minimum of four hours and, if it appears likely that the outage will last for more than four hours, We Can Deliver Boston will take sufficient steps to ensure security on the premises in consultation with the Commission. This power source will remain independent from the main power source.
 - We Can Deliver Boston will immediately notify appropriate law enforcement authorities and the Commission within twenty-four (24) hours in the event of a failure of any security alarm system due to a loss or electrical power or mechanical malfunction that is expected to last longer than eight (8) hours.

Video Surveillance

- As required by 935 CMR 500.110(5)(a)(4)-(9), video recordings will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded

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image has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.

- Video surveillance cameras are located in all areas that may contain Products including all points of entry and exit to We Can Deliver Boston, the perimeter of the building, and in all parking lot areas. In addition, the following requirements will be met:
 - Cameras will be present in all limited access areas within the We Can Deliver Boston facility.
 - Camera placement is capable of clearly capturing any person entering/exiting the We Can Deliver Boston facility.
 - All video recordings contain a date/time stamp.
 - Cameras will be angled to capture a clear and certain identification any person entering/exiting We Can Deliver Boston or restricted area and lighting conditions will be appropriate for the area under surveillance.
- Video cameras will be capable of producing clear, color, high-resolution photo (live or recorded), and images will include date/time frame recording that does not obscure the photo. Twenty-four (24) hour recordings from all video cameras will be available for immediate viewing by the Commission upon request.
- A failure notification system that provides an audible, text or visual notification of any failure in the security system will be included. The failure notification system will provide an alert to designated employees of We Can Deliver Boston within five minutes after the failure, either by telephone, email or text message.
- All security equipment (cameras, alarms, etc.) will be kept in good working order; and subject to inspection and testing at intervals not to exceed thirty (30) calendar days from the previous inspection and test.

Redundant Notification Systems

We Can Deliver Boston will have a failure notification system that will send an alert to designated employees of We Can Deliver Boston within five minutes after the failure, either by telephone, email or text message pursuant to 935 CMR 500.110(5)(a)(1)-(3).

Notification is first provided to Gabriel Salazar followed by push notification any time motion (i.e. a person) is detected at a particular door.

Internal Alarms

For the safety of all agents, consumers, state or local law enforcement, and authorized visitors, panic/duress/holdup alarm will be located in desk and connected to local law enforcement authorities. In addition to the requirements listed in 935 CMR 500.110(5)(a) and (b), We Can Deliver Boston will have a back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which will not be the same company supplying the primary security system, or will demonstrate to the Commission's satisfaction alternate safeguards to ensure continuous operation of a security system.

Transportation

Agents transporting marijuana or marijuana products will:

- Weigh, inventory, and account for on video all marijuana to be transported prior to its leaving the origination location;
- Re-weigh, re-inventory, and account for on video all marijuana transported, within eight hours after arrival at the destination marijuana establishment;
- Document and report any unusual discrepancy in weight or inventory to the Commission and local law enforcement within twenty-four (24) hours;
- Complete a shipping manifest in a form and manner determined by the Commission, for retention by the origination location, and carry a copy of said manifest with the products being transported; and
- Securely transmit a copy of the manifest to the receiving marijuana establishment prior to transport.
- Prior to, and immediately after leaving We Can Deliver Boston, the We Can Deliver Boston agents will use the secure form of communication to contact the originating location to test communications and GPS operability. A We Can Deliver Boston agent will be assigned to monitoring the GPS unit and secure communication while remaining at the originating location.
- If communications or the GPS system fail while on route, the We Can Deliver Boston agents transporting the marijuana products will return to the originating location until the communication system or GPS system is operational.

Transport

In the event a customer is not home for the delivery, the We Can Deliver Boston agent will return the product back to the retail establishment from which the product came from. A We Can Deliver Boston agent will contact the customer to reschedule delivery.

In the event that the We Can Deliver Boston vehicle breaks down, a We Can Deliver Boston agent will contact the Dispatcher, Chief Executive Office, or Director of Security for immediate assistance.

Incident Reporting

Reportable Incidents: We Can Deliver Boston will immediately notify local law enforcement officials and the Commission within twenty-four (24) hours after discovering the following:

1. discovery of inventory discrepancies;
2. diversion, theft or loss of any Marijuana Product;
3. any criminal action involving or occurring on or in the Marijuana Establishment Premises or Licensee or agent;
4. any suspicious act involving the sale, cultivation, distribution, Processing or production of Marijuana by any Person;
5. unauthorized destruction of Marijuana;
6. any loss or unauthorized alteration of records related to Marijuana;
7. an alarm activation or other event that requires response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public

- works or municipal sanitation departments, and municipal inspectional services departments, or security personnel privately engaged by the Marijuana Establishment;
- 8. the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours;
- 9. A significant motor vehicle crash that occurs while transporting or delivering Marijuana or Marijuana Products and would require the filing of a Motor Vehicle Crash Operator Report pursuant to G.L. c. 90 § 26, provided however that a motor vehicle crash that renders the Licensee's vehicle inoperable will be reported immediately to state and local law enforcement so that Marijuana or Marijuana Products may be adequately secured; or
- 10. any other breach of security.

Transportation Manifest

Every home delivery will have a manifest produced by the originating Marijuana Establishment and provided to We Can Deliver Boston. A manifest will be completed in duplicate, with the original manifest remaining with the originating Marijuana Retailer, and a copy to be kept with We Can Deliver Boston during the delivery. The manifest must be signed by the Consumer receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of We Can Deliver Boston. The manifest will be maintained within the vehicle during the entire transportation process, until all the deliveries are completed. We Can Deliver Boston will retain all transportation manifests for no less than one year and make them available to the Commission on request.

A signed manifest shall serve as the written record of the completion of the delivery. The manifest must, at a minimum, include:

1. The originating marijuana retailer name, address, and License number;
2. The name and License number of We Can Deliver Boston;
3. The names and marijuana establishment agent numbers of the marijuana establishment agents performing the delivery;
4. The consumer's name and address;
5. A description of the Products being transported, including the weight and form or type of product;
6. Signature lines for the agents who transported the Products;
7. A signature line for consumer who receives the Products; and
8. The We Can Deliver Boston vehicle make, model, and license plate number.

The manifest will be maintained within the vehicle during the entire transportation process, until all deliveries are completed. All manifests will be retained for no less than one year and made available to the Commission upon request.

A separate log will be maintained for each delivery. For each delivery, We Can Deliver Boston agents will record:

1. The location of the originating marijuana establishment and date and time the vehicle leaves the location;

2. The mileage of the transporting vehicle at departure from the marijuana establishment, the mileage on arrival at each Consumer destination, and mileage on return to the marijuana establishment;
3. The date and time of departure from the marijuana establishment and arrival at each consumer destination for each delivery; and
4. An entry indicating the date and time of the last delivery in an order.

Security Audits

In addition to the monthly security system inspection, We Can Deliver Boston will perform an annual-security system audit using an external vendor approved by the Commission. The audit report will be submitted to the Commission no later than thirty (30) calendar days after the audit is conducted. If the audit identifies areas for improvement related to the security system, We Can Deliver Boston will also submit a plan to mitigate those concerns within ten (10) business days.

Facility and Overnight Parking

In addition to the security measures described above, We Can Deliver Boston will implement sufficient security measures at 22 Chestnut Hill Avenue, Athol, MA (“Facility”) where the business will operate, and vehicles will be registered. We Can Deliver Boston will positively identify all individuals seeking access to the Premises of the Marijuana Establishment or to whom or Marijuana Products are being transported pursuant to 935 CMR 500.105(14) to limit access solely to individuals 21 years of age or older. In addition, procedures will be adopted to prevent loitering and ensure that only individuals engaging in activity expressly or by necessary implication permitted by 935 CMR 500.000 and its enabling statute are allowed to remain on the Premises.

Within the Facility, We Can Deliver Boston will establish Limited Access Areas pursuant to 935 CMR 500.110(4), which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation. All locks and security equipment will be kept in good working order and keys will be prohibited from being left in locks or stored or placed in a location accessible to persons other than specifically authorized personnel. This includes but is not limited to the keys for delivery vehicles. Accessibility of security measures, such as combination numbers, passwords or electronic or biometric security systems will be strictly limited to persons other than specifically authorized personnel.

We Can Deliver Boston will try not to accept cash. We Can Deliver Boston intends to work with Retailers that accept electronic payments including online payments. In addition, video surveillance will capture all points of entry and exit and in the Facility’s parking lot, if applicable, which shall be appropriate for the normal lighting conditions of the area under surveillance. In the event the delivery vehicles are parked overnight at the Facility, video surveillance will include the clear capture the vehicles. Cameras will be angled so as to allow for the capture of clear and certain identification of any Person entering or exiting We Can Deliver Boston or area.

However in the occasion that cash is being accepted, We Can Deliver Boston will work with retailers to provide under 50 dollars in change. The cash will be in a secured locked bag, labeled change bag with the name of our partner retailer so no confusion occurs with the change, in a

change till securely fastened to the vehicle. Once at the delivery drop off if the customer states, they will pay with he cash, either before or during the transaction, the courier will ask if they need change. If change is required the reminder will be returned to the customer. The courier will ask the customer to stay visible to the first driver and go to the trunk of the vehicle and take out the appropriate amount of change and give it to the customer.

Recordings from all video cameras at the Facility, which will be enabled to record 24 hours each day and be available for immediate viewing by the Commission on request for at least the preceding 90 calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer. Recordings will not be destroyed or altered, and will be retained as long as necessary if the We Can Deliver Boston is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. We Can Deliver Boston will be able to immediately produce a clear, color still image whether live or recorded with a date and time stamp embedded in all recordings, which shall be synchronized and set correctly at all times and will not significantly obscure the picture.

The security system will have the ability to remain operational during a power outage for a minimum of four hours and, if it appears likely that the outage will last for more than four hours, We Can Deliver Boston will take sufficient steps to ensure security on the Premises in consultation with the Commission. Video recording from the Facility will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video will also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal. All security system equipment and recordings will be maintained in a secure location so as to prevent theft, loss, destruction and alterations. We Can Deliver Boston will have a back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which will not be the same company supplying the primary security system, or will demonstrate to the Commission's satisfaction alternate safeguards to ensure continuous operation of a security system. Access to surveillance areas will be limited to Persons that are essential to surveillance operations, Law Enforcement Authorities acting within their lawful jurisdictions, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room will be available to the Commission on request. If the surveillance room is on-site, it shall remain locked and shall not be used for any other function. All security equipment will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

The outside perimeter of the Facility will be sufficiently lit to facilitate surveillance, where applicable and a perimeter alarm will be installed on all building entry and exit points and perimeter windows. Trees, bushes and other foliage outside of We Can Deliver Boston will be maintained so as to prevent a Person or Persons from concealing themselves from sight. The security system will be equipped with a failure notification system that provides an audible, text or visual notification of any failure. The failure notification system will provide an alert to

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designated employees of the Marijuana Establishment within five minutes after the failure, either by telephone, email or text message. In addition, a Duress Alarm, Panic Alarm or Holdup Alarm connected to local public safety or Law Enforcement Authorities will be installed on the Premises.

We Can Deliver Boston will share the security plan and procedures with Law Enforcement Authorities, including police and fire departments, in the municipality where the Marijuana Establishment is located and periodically updating Law Enforcement Authorities, police and fire departments, if the plans or procedures are modified in a material way.

Staffing Plan and Business Hours

The Chief Operating Officer and the Chief Executive Officer will evaluate hiring needs on an ongoing basis. Hiring procedures include: internal and external posting of the position, candidate interviews, reference checks, and background checks. We Can Deliver Boston LLC (“We Can Deliver Boston”) is dedicated to hiring local residents, when possible. We Can Deliver Boston’s available jobs will be posted on indeed, craigslist, Facebook, Instagram, and other online job boards, and references from employees.

We Can Deliver Boston is committed to building a professional environment for all of our agents. We Can Deliver Boston is committed to complying with all laws and Commission regulations, maintaining high standards of ethical conduct in dealings with We Can Deliver Boston agents, registered patients, vendors, and the community at large. We Can Deliver Boston seeks to hire individuals who are dedicated and motivated, resulting in advancement whenever possible. In order to promote job satisfaction and employee retention, we will communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company.

We Can Deliver Boston will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter. Agents are expected to be present during department meetings as well as company-wide meetings.

Hiring Process

Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring. All offers will be contingent upon the successful completion of all required background investigations, including an iCORI, agent registration, and proof of employment eligibility in the U.S. We Can Deliver Boston will comply with EEOC guidelines and will not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or genetic information and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.

We Can Deliver Boston will focus hiring efforts on the goals and programs developed by the company to support the Diversity and Positive Impact Plans approved by the Cannabis Control Commission during the application and licensing.

Step by step process for hiring.

We do our best to not deny anyone an opportunity, so we try not to be like traditional jobs with our hiring process. We speak with prospective employees and see if they match the vibe and the culture of our company. Our interview is more of who they are, and what they want to accomplish. We are a community driven delivery company, so our goal is to hire people who want to be in our community. We will post ads through various online platforms, anywhere that doesn't violate the community guidelines to post for cannabis positions. We look for people who are hungry, who want an opportunity, who are looking for jobs.

We have a standard be on time, be 1% better everyday, communication skills, attention to detail, and bring positive vibes.

- a. Post jobs on hiring boards, online, offline, word of mouth, billboards, through social media, and our website.
- b. Prospect applies for job.
- c. We conduct a phone interview with prospect
- d. We see if availability matches.
- e. If availability matches we proceed.
- f. Ask prospect about any convictions
- g. See if they are disqualified through CCC regulations
- h. Background checks
- i. Driving record checks
- j. Training with senior driver
- k. Start a shift

Training

As a condition of employment, new agents will complete training prior to performing job their functions. Training will be tailored to the roles and responsibilities of the job function of each We Can Deliver Boston agent, and at a minimum, will include Responsible Vendor Training, training on confidentiality and other topics as specified by the Cannabis Control Commission ("Commission"). Responsible Vendor Training will be completed within 90 days of hire. At a minimum, staff will also receive eight (8) hours of ongoing training annually. Training will include, at minimum:

- Safely conducting deliveries;
- Safe cash handling practices;
- Strategies for de-escalating potentially dangerous situations;
- Collecting and communicating information to assist in investigations;
- Procedures for checking identification;
- Indications of impairment;
- Notification to Consumers of use of mandatory recording devices;
- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
- Responsible Vendor Training (if applicable)
- Confidentiality and Privacy

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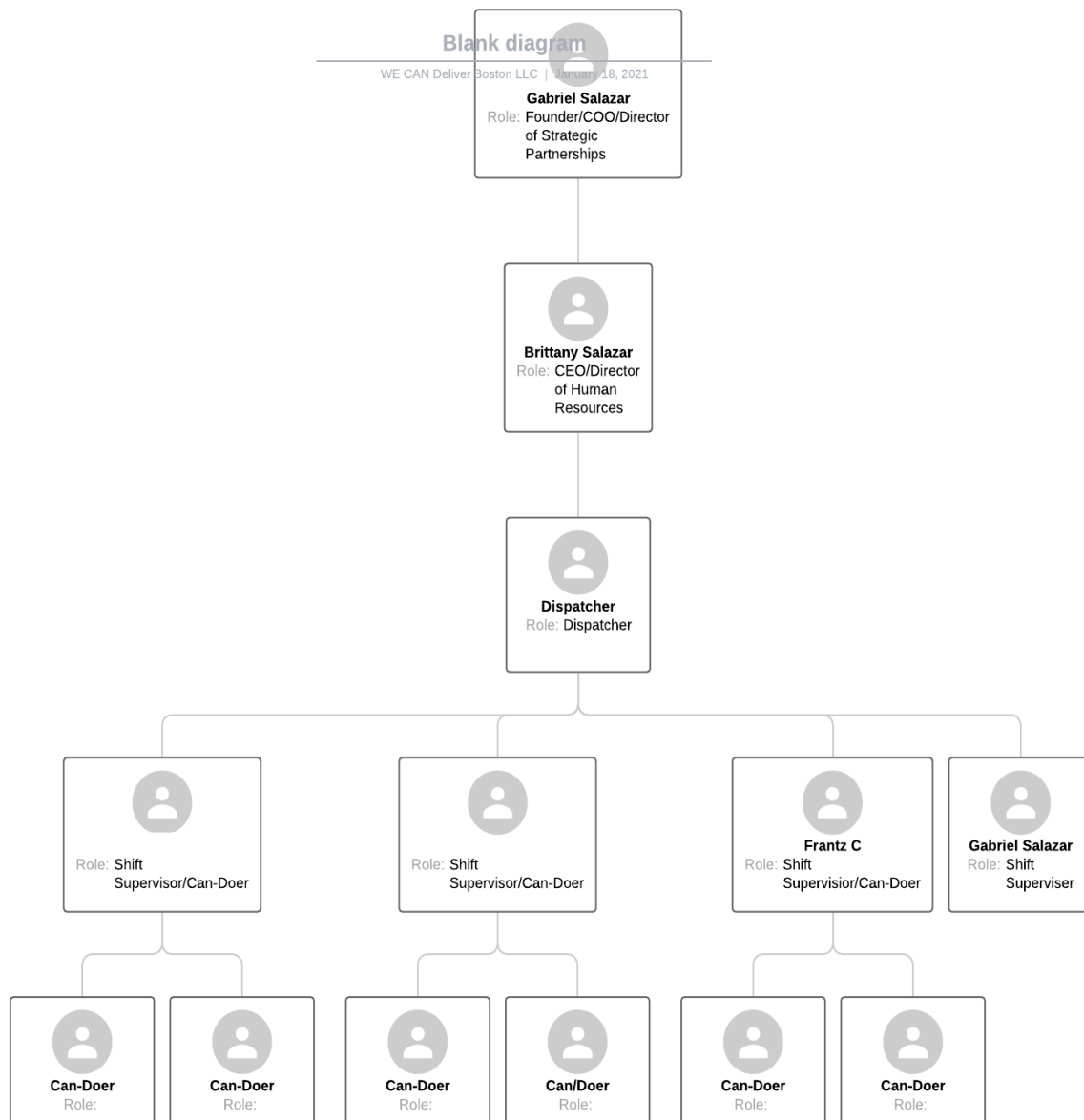
- Compliance and Regulatory Review
- Review of Written Operating Policies and Procedures
- Workplace Safety and Emergency Protocols
- Security Training
- Diversity and Positive Impact Plan goals and programs
- Anti-Diversion Training
- Handling of Marijuana
- Personnel Policies and Procedures
- Recordkeeping
- Inventory Management and POS Systems
- Quality Assurance

Estimated Staffing Levels

During our hours of operation (which are subject to change), We Can Deliver Boston Member Service Agents will be available for registered patients and caregivers and customers to assist with any questions they may have and provide information that is relevant to the patient's condition. Security Agents will be available as needed with the number of agents on duty varying according to operational needs.

Organizational Structure

We Can Deliver Boston encourages employee development and empowerment. Employees are encouraged to provide input and suggest new policies and processes on a regular basis. The Manager, Shift Supervisors, Director of Human Resources Manager of the assigned department is responsible for oversight of the agents. The Dispatcher oversees staff assigned as couriers (Can-Doers). The Chief Operating Office and Chief Operating Officer will oversee the operation as a whole.



Job Descriptions

Dispatcher

A Dispatcher uses modern routing software in order to develop, alter, and optimize delivery routes. Dispatchers must effectively communicate and serve as the liaison between drivers and customers. A Dispatcher must remain agile and ready to handle sudden route changes or delivery issues.

Can-Doer (Delivery Drivers)

Can-Doers have a variety of duties in addition to driving their routes and making their deliveries. Other important responsibilities include:

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- Following the best practices for safety, both on the road and while loading or unloading a car
- Communicating with dispatchers, drivers and other team members to make deliveries
- Meeting delivery deadlines
- Performing basic inspection of vehicles and security systems
- Loading and unloading cargo
- Checking IDs and ensuring the match the recipients' info getting the deliveries
- Obtaining client or customer signatures

Staffing Records

Personnel Records at a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with We Can Deliver Boston and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Hours of Operation and After-Hours Contact

The Company will maintain and publish its after-hours contact information and hours of operation in accordance with 935 CMR 500.000.

The following hours of operation and after-hours contact information will be provided to the Commission and made available to law enforcement officials upon request:

Hours of Operation

Limitations on the time for delivery will comply with all municipal bylaws and ordinances, provided however, that all deliveries of Products must be completed before 9:00 P.M. local time or the time determined by municipal bylaw or ordinance, whichever occurs first, and deliveries of Products will not occur between the hours of 9:00 P.M. and 8:00 A.M., unless otherwise explicitly authorized by municipal bylaw or ordinance.

After-Hours Contact Information

Name: Gabe Salazar

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Email: gabe@wecandeliverboston.com

Phone Number: 508-315-7240

The Company will update the after-hours contact information and business hours in accordance with 935 CMR 500.000.

External Agencies / Departments Contact

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Town of Athol Fire Department:	978-249-3598
Town of Athol Health Department:	978-249-7934
Town of Athol Police Department:	978-249-3232
Town of Athol Town Hall:	978-249-4551

Storage of Marijuana

Storage Requirements

We Can Deliver Boston, LLC (“We Can Deliver Boston”) will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.000 during deliveries to Consumers.

Only marijuana products that are shelf-stable and able to be safely stored at room temperature in a sealed container will be delivered to the Consumer. No products that are perishable or time and temperature controlled to prevent deterioration will be delivered. Each order will be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to being picked up from a licensed Retailer and delivered to the Consumer.

Each delivery vehicle will include a secure, locked storage compartment for the storage of marijuana and marijuana products that is a part of the vehicle and not easily removable. A separate, locked storage compartment will be utilized for marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed.

Storage Conditions

Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers. Each delivery vehicle will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 935 CMR 500.110.

Secure Storage

When delivering marijuana and marijuana products, no other products will be transported or stored in the same vehicle. All storage areas will be maintained in a clean and orderly condition, free from infestation by insects, rodents, birds, and pests of any kind.

Any marijuana or marijuana product that is undeliverable or is refused by the Consumer will be transported back to the originating Marijuana Retailer that provided the product once all other deliveries included on a delivery manifest have been made. No marijuana or marijuana products intended for delivery will be stored by overnight.

All delivery agents will have attended and successfully completed Responsible Vendor Training in accordance with 935 CMR 500.105(2)(b) prior to making a delivery, which will include training on conducting secure deliveries and safe cash handling practices.

Delivery Plan

Transportation General Requirements

We Can Deliver Boston LLC (“We Can Deliver Boston”) will ensure that all marijuana and marijuana products (“Products”) are delivered directly to consumers from a marijuana retailer or MTC with which We Can Deliver Boston has a Delivery Agreement. All agreements between We Can Deliver Boston, and a marijuana retailer will be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over licenses under 935 CMR 500.050(1)(a). The Commission will be notified in writing if any substantial modifications occur to the delivery agreement. We Can Deliver Boston does not have a retail location accessible to the public. All We Can Deliver Boston employees will hold a valid agent registration card and undergo background checks in accordance with 935 CMR 500.030(3). Suitability for agent registration will be determined based on 935 CMR 500.802(3) – Table B.

The vehicles that will be used by We Can Deliver Boston agents are outfitted with a dash camera that has two-way communication between the dispatcher at We Can Deliver Boston’s facility. The dash camera is connected by 4GLTE and also has GPS monitoring built in. The dash camera will be installed in such a manner that allows for video surveillance recordings both in the interior of the vehicle and the exterior. In addition to the dash camera, an additional camera will be installed in the trunk area of the vehicle which will capture the marijuana storage area and has a flashlight function to allow for clear recordings in low lighting.

We Can Deliver Boston will ensure that no person or entity other than those disclosed in We Can Deliver Boston's application will be a Person or Entity Having Direct or Indirect Control in We Can Deliver Boston's Delivery-only License.

At this time, We Can Deliver Boston does not intend to operate in the island counties; however, in the event that We Can Deliver Boston operates in a location in the island counties, We Can Deliver Boston will only perform deliveries to residences located in the same county as the marijuana establishment that the delivery order originates from until such time as We Can Deliver Boston is permitted to deliver to other locations by law.

Third-Party Technology Platform

We Can Deliver Boston will be using Lantern as a third-party technology platform. We Can Deliver Boston will ensure the following:

1. All agreements between We Can Deliver Boston and Lantern will be available for inspection as part of the requirements for licensure in 935 CMR 500.101 and will be subject to the control limitations under 935 CMR 500.050(1)(a).
2. The Commission will be notified in writing within five days of any substantial modification to an agreement between We Can Deliver Boston with a delivery endorsement and a third- party technology platform provider.
3. Any third-party technology platform provider will comply with privacy and consumer protection standards established by the Commission.

The Commission will be notified in writing in an ongoing basis of any new or additional or assigned agreements between We Can Deliver Boston and a third-party technology platform within five days.

Vehicle and Transportation Policy

We Can Deliver Boston's transportation vehicle(s) used for home delivery will be owned by We Can Deliver Boston, registered as a commercial vehicle, and inspected and insured in the Commonwealth of Massachusetts. We Can Deliver Boston's vehicle(s) will be parked overnight at 22 Chestnut Hill Avenue, Athol, MA ("Facility") or another location, provided that keeping the vehicle at the identified location complies with all general and special bylaws of the municipality.

Prior to use of the vehicle at the start of the day, Agents must complete a visual inspection of the vehicle prior to loading any cannabis into the vehicle or beginning any delivery services. This visual inspection should confirm all operating parts are in good working order, tires are fully inflated, vehicle is fully fueled, and that there are no unintended or stray products or equipment in the vehicle. This basic maintenance check should also ensure the vehicle is equipped with a car charger for cell phones, spare tire and jack, tire chains, ice scrapper and/or shovel, jumper cables, car battery charger, road flares, and other vehicle basics as applicable based on the weather. Additionally, the vehicle will be inspected for signs of tampering.

Agents will date, sign, and initial the Vehicle Inspection Log prior to starting deliveries. Regularly scheduled maintenance checks at an approved, local dealership will likewise ensure our vehicles are always in good working order. Vehicle inspections may also occur while at a facility or en route to an approved facility by members of the State and Local Regulators. Transporter Agents will be trained to comply with any stops and inspections initiated by State and Local Regulators. Our Transporter Agents will remain non-confrontational, compliant, polite, and cooperate fully with the officials initiating or conducting the inspection. Should such inspection occur, the Transporter Agents must notify the Transportation Team as soon as practicable using their secure communication line. A record of the inspection, including the name and badge number(s) of the official(s) conducting the inspection, location of the inspection, reason for the inspection, and outcome of the inspection will likewise be memorialized as soon as practicable.

While most vehicles will be parked overnight at the Facility in designated spots under video surveillance, vehicles may be parked overnight at the Retail locations We Can Deliver Boston will be working with provided that keeping the vehicle at the identified location complies with all general and special bylaws of the municipality. When parking at a Retailer, a designated parking spot will be provided which will be under camera surveillance. Regardless of where the vehicles are parked, after agents park the vehicle in the designated location they will:

1. Remove any documentation with the exception of registration information from the vehicle;
2. Communicate with the agent tracking the vehicle at the facility;
3. Check all cameras and GPS equipment to verify they are in good working order;

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4. Conduct a visual inspection of both the inside and outside of the vehicle and notify the Director of Security and Chief Operating Officer if there is any damage to the vehicle; and
5. Activate the vehicle alarm system.

We Can Deliver Boston's vehicle cannot be used again once the agent has parked the vehicle for the evening and completed the steps described above.

With respect to its delivery vehicle(s), We Can Deliver Boston will ensure the following:

1. We Can Deliver Boston will have liability insurance that covers no less than \$1,000,000.00 combined single limit.
2. The vehicle will have no external markings, words, or symbols that indicate the vehicle is being used for home delivery.
3. The vehicle will be staffed with a minimum of two We Can Deliver Boston agents, and at least one agent will remain in the vehicle at all times.
4. Products will not be visible from outside of the vehicle.
5. All Products will be stored in a secure, locked storage compartment that is a part of the vehicle and that complies with the requirements of 935 CMR 500.110(8) for the transport of Products.
6. In the case of an emergency stop during the transportation of Products, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle. We Can Deliver Boston agents in the vehicle will provide notice of the location of the stop and employ best efforts to remain in contact with We Can Deliver Boston.
7. We Can Deliver Boston will prepare a fixed location when arriving at and leaving any delivery, and regularly throughout the trip, at least every 30 minutes. All delivery routes will remain in the Commonwealth of Massachusetts at all times and we will continuously make an effort to randomize our delivery routes.
8. Firearms are strictly prohibited from the We Can Deliver Boston vehicle.

All Product deliveries will be tracked using Metrc. All We Can Deliver Boston deliveries will be geographically limited to:

1. The municipality identified as the marijuana establishment license's place of business;
2. Any municipality that allows for retail within its borders whether or not one is operational; or
3. Any municipality that, after receiving notice from the Commission, has notified the Commission that delivery may operate within its borders.

Limitations on the time for delivery will comply with all municipal bylaws and ordinances, provided however, that all deliveries of Products must be completed before 9:00 P.M. local time or the time determined by municipal bylaw or ordinance, whichever occurs first, and deliveries of Products will not occur between the hours of 9:00 P.M. and 8:00 A.M., unless otherwise explicitly authorized by municipal bylaw or ordinance.

Vehicle Description

We Can Deliver Boston will use 2019 Mitsubishi Mirages. We Can Deliver Boston will be utilizing sedan style vehicles and will update the Commission when new vehicles are purchased.

Security

We Can Deliver Boston will implement adequate security measures to ensure that each vehicle used for transportation of Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft, or loss of Marijuana. We Can Deliver Boston will be utilizing Owl Cam. Owl Cam features include, real-time alerts, live video streaming, video history and recording even when the vehicle is off and parked. At a minimum, security measures for each operational delivery vehicle will include:

1. A vehicle security system that includes an exterior alarm;
2. For the purpose of transporting Products, a secure, locked storage compartment that is not easily removable as described above;
3. For the purpose of transporting, a secure, locked storage compartment that is not easily removable;
4. A secure means of communication between each vehicle and We Can Deliver Boston's dispatching location. The secure means of communication will be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication will include:

- a. Cellular phone in addition to the dash cam capabilities which allow for two-way communication through the camera's technology system.

A global positioning system (GPS) monitoring device offered by our third-party platform provider, that is:

- b. Not a mobile device; and
- c. Attached to the vehicle at all times that the vehicle contains Products; and
- d. Monitored by We Can Deliver Boston at a fixed location during the transportation of Products for the purpose of home delivery with location checks occurring at least every 30 minutes. We Can Deliver Boston will delegate monitoring of the GPS to Onfleet, and OwlCam the third-party technology provider with whom We Can Deliver Boston has a contracted, provided that We Can Deliver Boston will be responsible for ensuring that monitoring occurs as required under 935 CMR 500.000. Onfleet's, integrated route optimization engine considers time, location, capacity and traffic to produce the most efficient routing solutions.
5. A video system that includes one camera in the storage area of the vehicle and one in the driver area of the vehicle. The video system will remain operational at all times during the entire transportation process and will have:
 - a. the ability to produce a clear color still photo whether live or recorded; and
 - b. A date and time stamp embedded in all recordings that will be synchronized and set correctly at all times and will not significantly obscure the picture.
 - c. The video cameras in We Can Deliver Boston's vehicles will be permanently installed by a licensed professional security company.
6. All security equipment in each vehicle will be in good working order and will be

inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

We Can Deliver Boston agents engaged in the delivery of Products to a consumer will have on their person an operational body camera during all times that the We Can Deliver Boston agent is outside of the delivery vehicle for the purpose of transacting a delivery.

Body cameras will be operated consistent with the following requirements:

1. The body camera will record all deliveries.
2. Consumers will be notified of the use of body cameras to record delivery transactions at the time of order, on the proof of order, and by the We Can Deliver Boston agent on arrival at the residence.
3. In addition to providing notice, body cameras will be displayed conspicuously on the person of the We Can Deliver Boston agent.
4. We Can Deliver Boston will confidentially maintain video from body cameras and will protect video from body cameras from disclosure to the full extent allowed by law. We Can Deliver Boston will implement data security, records retention, and record destruction policies for body camera video in compliance with applicable federal and state privacy laws, including but not limited to the Driver Privacy Protection Act, 18 USC § 2721, the Massachusetts Identify Theft Act, M.G.L. c. 93H, 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth, and the Fair Information Practices Act, M.G.L. c. 66A.
5. Video of deliveries will be retained for a minimum of 30 days, or, with notice to We Can Deliver Boston, for the duration of an investigation by the Commission or by law enforcement, whichever is longer.
6. We Can Deliver Boston will not share or disclose any portion of the information or video footage collected as the result of the use of a body camera pursuant to 935 CMR 500.110(8)(b) to any third- party not explicitly authorized by 935 CMR 500.000 to have access to that video footage, subject to the exceptions in 935 CMR 500.110(8)(b)6.a. and b.
 - a. We Can Deliver Boston will make video footage available to law enforcement officers acting in their official capacity pursuant to a validly issued court order or search warrant demonstrating probable cause.
 - b. We Can Deliver Boston acknowledges that law enforcement can perform a constitutionally valid search or seizure including, but not limited to, circumstances that present an imminent danger to safety, and other exceptional or emergency circumstances where time or opportunity to apply for a warrant is lacking.
7. Unless retained for investigative purposes, We Can Deliver Boston will erase or otherwise destroy videos after the 30-day retention period.

We Can Deliver Boston transporting Products for home delivery will ensure that all vehicles used for deliveries are staffed with a minimum of two We Can Deliver Boston agents. At least one We Can Deliver Boston agent will remain with the vehicle at all times that the vehicle contains Products.

All We Can Deliver Boston agents acting as delivery employees of We Can Deliver Boston will have attended and successfully completed Responsible Vendor Training in accordance

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with 935 CMR 500.105(2)(b) prior to making a delivery, which will include, but may not be limited to, training on:

1. Safely conducting deliveries;
2. Safe cash handling practices;
3. Strategies for de-escalating potentially dangerous situations;
4. Collecting and communicating information to assist in investigations;
5. Procedures for checking identification;
6. Indications of impairment;
7. Notification to Consumers of use of mandatory recording devices; and
8. Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

A We Can Deliver Boston agent will document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which We Can Deliver Boston is licensed within 24 hours of the discovery of such a discrepancy. We Can Deliver Boston will report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents.

The following individuals will have access to We Can Deliver Boston operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law enforcement, police and fire departments, and emergency medical services in the course of responding to an emergency.

935 CMR 500.000 will not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction. All vehicles We Can Deliver Boston uses for home delivery are subject to inspection and approval by the Commission prior being put into use. We Can Deliver Boston understands it is responsible for making the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.

Firearms are strictly prohibited from We Can Deliver Boston vehicles and from marijuana establishment agents performing home deliveries.

Cash Handling

We Can Deliver Boston will not accept cash payments. We Can Deliver Boston will work with Retailers that offer online electronic payments, utilize handheld payment solutions, if available and actively encourage customers to pay via electronic means to avoid cash handing.

Delivery Process

At the start of each day, We Can Deliver Boston agents will check in with the Director of Security to obtain their registered agent cards as well as keys to the We Can Deliver Boston vehicle. We Can Deliver Boston agents will obtain a list of deliveries scheduled for that day. We Can Deliver Boston agents will contact each customer to confirm delivery and the expected time frame of the delivery. Once all deliveries for that day are complete, the We Can Deliver Boston agent will return the vehicle back to the We Can Deliver Boston facility where they will provide the keys to the Director of Security to be stored in a locked box in the security room. If a We Can Deliver Boston vehicle is parked at a retailer, the agent will contact the We Can Deliver Boston facility, confirm successful completion of the vehicle inspection, lock the vehicle and confirm safe keeping of the keys overnight. We Can Deliver Boston's agents are required to securely store We Can Deliver Boston vehicle keys when they are not returned to the facility.

Orders

All orders for delivery by We Can Deliver Boston will comply with the following requirements.

1. All Products delivered by We Can Deliver Boston will be obtained from a licensed marijuana retailer with which We Can Deliver Boston has a delivery agreement.
2. Orders for home delivery will be received by a marijuana retailer and transmitted to We Can Deliver Boston for delivery to a residence.
3. Only marijuana products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration will not be allowed to be delivered by We Can Deliver Boston.
4. We Can Deliver Boston will deliver Products only to the residence address provided. We Can Deliver Boston will be prohibited from delivering to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.
5. We Can Deliver Boston will only deliver Products for which a specific order has been received by a licensed marijuana retailer with which We Can Deliver Boston has a delivery agreement. We Can Deliver Boston is prohibited from delivering Products without a specific order destined for an identified residence. An order may be generated directly through a marijuana retailer or through a third-party technology platform identified to the Commission under 935 CMR 500.145(1) (e).
6. We Can Deliver Boston will not deliver more Products to an individual consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An individual order will not exceed one ounce of marijuana or its dry-weight equivalent. The individual order will only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). We Can Deliver Boston will only deliver one individual order, per consumer, during each delivery.
7. We Can Deliver Boston will not deliver to the same consumer at the same residence more than once each calendar day and will only perform such deliveries during authorized delivery hours.
8. For home delivery, each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) prior to transportation by We Can Deliver Boston to the consumer.

9. Any Product that is undeliverable or is refused by the consumer will be transported back to the originating marijuana establishment that provided the product once all other deliveries included on a delivery manifest have been made. We Can Deliver Boston is prohibited from maintaining custody of Products intended for delivery overnight. We Can Deliver Boston will ensure that any undelivered product is returned to the appropriate Marijuana Retailer and not retained by We Can Deliver Boston.

Parking During a Delivery

At all times, the We Can Deliver Boston vehicle will be locked as to prevent access to the vehicle unless it is being prepared and used for transit. Only the Chief Executive Officer, Chief Operating Officer and Director of Security will maintain keys to the vehicle until it is time for We Can Deliver Boston agents to make deliveries.

While out conducting deliveries and upon arrival to a customer's home, the We Can Deliver Boston agent driving the vehicle will park in the consumers driveway or private parking area closest to the entrance to the residence. In the event agents must park on the street, they will park the vehicle with its hazard lights on while another We Can Deliver Boston agent exits the vehicle to make the transaction. If We Can Deliver Boston agents cannot find a parking spot, they will notify the customer that the delivery will be later than scheduled and continue to drive around the area until a parking spot can be secured.

Consumer Verification Age

We Can Deliver Boston will require any consumer making a purchase for delivery by We Can Deliver Boston to have the government-issued photo identification a consumer intends to use to verify her or his age at the time of delivery examined and authenticated by the marijuana retailer prior to the first individual order. Pre-verification on the consumer's identification will be performed in-person at the marijuana retailer's physical location or through a Commission approved electronic means and will include examination of the consumer's valid, unexpired government issued photo identification that lists a date of birth.

We Can Deliver Boston will not perform a delivery to any consumer who has not established an account for delivery through pre-verification of the consumer's identification by the marijuana retailer. We Can Deliver Boston delivery agents will not deliver Products to any individual other than the consumer who ordered the Products. A We Can Deliver Boston agent, at the time of delivery of the Products to the consumer, will verify that the consumer is 21 years of age or older.

Prior to relinquishing custody of the Products to the consumer, We Can Deliver Boston agent conducting the delivery will verify that the identification of the Consumer receiving the Products matches the pre-verified identification of the consumer who placed the order for delivery by:

1. Viewing the valid government-issued photo identification as provided for Pre-verification under 935 CMR 500.145(3)(a);
2. Viewing proof of order generated at the time of order; and
3. Receiving the signature of the consumer who ordered Products on the manifest for

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the Products and verifying that the signature matches the government-issued photo identification presented.

We Can Deliver Boston will collect and maintain the following relevant information about an individual consumer for the purpose of transacting a delivery and ensuring that the recipient of a delivery is legally allowed to receive marijuana or marijuana products. All information collected will be solely for the purpose of transacting a delivery and will be maintained confidentially:

1. The individual's name;
2. The individual's date of birth;
3. The individual's address;
4. The individual's primary telephone number; and
5. The individual's email address

Voluntary and Mandatory Returns

We Can Deliver Boston LLC (“We Can Deliver Boston”) will coordinate the with Retailer in which We Can Deliver Boston has a contract with to discuss a policy for returns. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be segregated, destroyed disposed of in accordance with the provisions of 935 CMR 500.105(12) and returned to the Retailer.

We Can Deliver Boston will create a plan which include the following steps to take when a return must take place:

- Communicating the return to the Retailer.
- Tracking all related actions taken during the return scenario, maintaining accurate inventory, documenting return-related records, and issuing prompt communications with the Retailer.

Communicating the Return: Agents will be informed of the policies for communicating return information to the Retailer. Once We Can Deliver Boston Agents have been properly trained and briefed on communication protocol for returns, We Can Deliver Boston will initiate a return communication mechanism that is reasonably calculated to contact the Retailer, including instructions for the return policy as well as a mechanism to contact Retailer regarding any questions.

Waste disposal

We Can Deliver Boston LLC (“We Can Deliver Boston”) will ensure marijuana waste is disposed of as follows:

- (a) All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on We Can Deliver Boston premises will be locked and secured as to prevent unauthorized access.
- (b) Liquid waste containing marijuana or by-products of marijuana processing must be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.
- (c) Organic material, recyclable material and solid waste generated at a We Can Deliver Boston will be redirected or disposed of as follows:
 1. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
 2. To the greatest extent feasible:
 - i. Any recyclable material as defined in 310 CMR 16.02: Definitions will be recycled in a manner approved by the Commission; and
 - ii. Any Marijuana containing organic material as defined in 310 CMR 16.02: Definitions will be ground up and mixed with other organic material as defined in 310 CMR 16.02 such that the resulting mixture renders any Marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.
 3. Solid waste containing cannabis waste generated at We Can Deliver Boston will be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit

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issued by the Department of Environmental Protection or by the appropriate state agency in the jurisdiction, in which the facility is located; or

- i. No fewer than two We Can Deliver Boston Agents must witness and document how the solid waste or organic material containing Marijuana is handled on-site including, but not limited to, the grinding up, mixing, storage and removal from the Marijuana Establishment in accordance with 935 CMR 500.105(12). When Marijuana Products or waste is disposed or handled, We Can Deliver Boston must create and maintain an electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two We Can Deliver Boston agents present during the disposal or other handling, with their signatures. We Can Deliver Boston will keep these records for at least three years. This may automatically be extended for the duration of any enforcement action by the Commission.

Litter and waste will be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout We Can Deliver Boston. Plumbing will properly convey sewage and liquid disposable waste from We Can Deliver Boston. There will be no cross-connections between the potable and wastewater lines.

Waste Storage

We Can Deliver Boston will return any marijuana or marijuana products that are damaged during transportation to the originating Retailer for waste disposal.

Records

We Can Deliver Boston will create and maintain a record of any marijuana or marijuana products returned to a Retailer for waste disposal. We Can Deliver Boston will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Workplace Safety

Overview

We Can Deliver Boston LLC (“We Can Deliver Boston”) promotes workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Policies and procedures include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.

Agent Health and Safety Program

Basic components have been identified to help prevent accidents and injuries from occurring within the Facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Facility, which will help identify workplace hazards so that Agents can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site and in the vehicle.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns

Health and Safety Responsibilities

All agents will complete mandatory safety training sessions. We Can Deliver Boston agents and We Can Deliver Boston management will have specific responsibilities to ensure health and safety at the We Can Deliver Boston facility:

Health and Safety Responsibilities for We Can Deliver Boston Management:

- Ensure the health and safety of all agents;
- Correct any workplace conditions that are hazardous to the health and safety of agents;
- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility;
- Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that Agents comply with them;
- Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them;
- Perform ongoing reviews of policies and procedures and update as needed.

Health and Safety Responsibilities for We Can Deliver Boston Agents:

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- Take care to protect individual health and safety and the health and safety of others who may be affected by individual's actions;
- Comply with all regulations and other legal requirements;
- Follow established safe work procedures;
- Use the required personal protective equipment;
- Refrain from horseplay or similar conduct that may endanger others;
- Ensure individual ability to work safely is not impaired by drugs or alcohol;
- Report accidents and other incidents (including near misses) to management; and
- Report the following to their supervisor:
 - A hazard that might endanger We Can Deliver Boston agents;
 - A problem with personal protective equipment or clothing; and
 - Any suggestions to improve workplace safety.

Cleanliness & Sanitation Training

We Can Deliver Boston will combine its existing successful agent training program, supplemented with Commission rules and cannabis specific training to provide exhaustive training curricula to all agents. We Can Deliver Boston's training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

- USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
- Product care, inspection, and maintenance techniques.
- Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
- Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
- Quality assurance procedures and consequences of failing to follow the company's established processes; and

Agent Hygiene Practices

We Can Deliver Boston agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All We Can Deliver Boston agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the We Can Deliver Boston facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials.

Any agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

Biological, Chemical and Physical Hazards

We Can Deliver Boston will conduct a comprehensive hazard assessment to identify any physical and health hazards within the facility or on premises. The hazard assessment will evaluate all work areas or work situations, finding all potential hazards an employee may encounter while performing the job. The entire layout of the facility will be inspected and a summary recorded identifying any issues. The assessment will follow U.S. Department of Labor's OSHA Job Hazard Analysis guidelines (OSHA 3071). The Chief Operating Officer, in coordination with managers and the safety committee, will conduct the hazard assessment. The assessment will include, at minimum, identification of the following hazard sources:

- High temperatures that could result in injury, including burns, eye injury, ignition of equipment, or heat stress.
- Cold temperatures that could result in injury, including frostbite, lack of coordination, or cold stress.
- Harmful dust or particulates.
- Light radiation.
- Sources of falling objects, potential for dropping objects, rolling objects that could crush or pinch the feet.
- Sharp objects that may pierce the feet or cut the hands.
- Electrical hazards.
- Chemical exposure, including airborne or skin contact that would have the potential for splash on the skin or eyes, or the potential to breathe vapors or mists.
- Layout of the workplace and the location of employees to avoid collision with other employees or objects.
- Equipment that is malfunctioning, in poor condition, or in need of maintenance.
- Any other identified potential hazard.

The safety committee chair or a manager will complete and sign the PPE Hazard Assessment Certification. This certification will be kept with the Job Hazard Analysis log.

Any hazards identified as not properly controlled will be documented in the Job Hazard Analysis Log. The hazard will be abated immediately or as soon as possible by the appropriate personnel. Once abatement is complete, it will be documented in the Job Hazard Analysis Log.

Hazard Communication Plan

We Can Deliver Boston's Hazard Communication policies and procedures shall ensure We Can Deliver Boston is compliant with applicable Occupational Safety and Health Administration (OSHA) requirements and all applicable state and local laws, regulations, ordinances, and other requirements. All levels of supervision shall be held accountable for the safety of those employees under their direction. Copies of the We Can Deliver Boston's Hazard Communication policies and procedures will be given to all employees and be available for all to review, upon request.

We Can Deliver Boston's Hazard Communication policies and procedures shall, at a minimum, address the following:

- Informing employees of hazardous chemicals used at We Can Deliver Boston.
- Use of labels and other forms of warning.

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- Use of Material Safety Data Sheets (MSDS).
- Procedure with respect to hazardous non-routine tasks.
- Maintaining a list of known hazardous chemicals used by employees and independent contractors.
- Communication of hazards.
- Training of employees and independent contractors.

We Can Deliver Boston Facility Manager and [INSERT TITLE] will maintain, review, and update the Hazard Communication policies and procedures and be responsible for:

- Implementation of the We Can Deliver Boston's Hazard Communication policies and procedures.
- Ensure that OSHA records are maintained at all times.
- Train all We Can Deliver Boston employees and visiting independent contractors.
- Provide documentation of all training and communications to the Human Resources Manager.

Personal Protective Equipment ("PPE")

We Can Deliver Boston's personal protective equipment (PPE) policies and procedures have been developed to identify work situations that require the use of PPE and to determine the proper selection and use of PPE. PPE will be selected and used to protect employees from the hazards and potential hazards that they are likely to encounter. Employees will wear appropriate PPE at all times.

All managers, will implement all aspects of We Can Deliver Boston's PPE policies and procedures, including:

- Understanding of the applicable federal, state and local laws, regulations, ordinances, and other requirements, as well as best practice safety standards.
- Reviewing hazard assessments to determine the need for PPE.
- Acquiring the correct PPE.
- Training employees on the use of PPE.
- In coordination with the Human Resources Manager, documenting and maintaining employee PPE training.
- Ensuring PPE is available, provided and documented.
- Conducting hazard specific training for the use of PPE.
- Establishing inspections, maintenance and replacement procedures to make sure damaged PPE is not used.

All Managers will:

- Ensure all employees wear the appropriate PPE.
- Ensure that all employees have completed PPE training.
- Contact the Chief Operating Officer when a hazard or process has changed which may render previously used PPE ineffective.
- Comply with PPE policies as required and support the PPE program as necessary.
- Participate in quarterly training for the use and maintenance of PPE.
- Replace all damaged PPE.

Employees will:

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- Inspect PPE before use and ensure proper maintenance.
- Wear all assigned PPE and conduct assigned tasks in a safe manner.
- Notify a manager when PPE is damaged and needs to be replaced.
- Participate in quarterly training for the use and maintenance of PPE.
- Comply with PPE policies as required and support the PPE program as necessary.

Assessment

For each hazard identified during the hazard assessment, PPE will be selected to protect the employee by creating a barrier against the workplace hazard. PPE will be selected to protect against any hazard that is present or likely to be present. PPE selections will be compliant with all applicable federal (excepting federal laws related to marijuana), state and local laws, regulations, ordinances, and other requirements.

All managers will choose PPE based on characteristics such as design, reliability, and suitability for the hazardous task. Managers will ensure the PPE selected offers a level of protection greater than the minimum required to protect employees from the identified hazards.

Upgraded PPE will be immediately provided if any change in facility status results in dangerous exposures to employees.

Fire Protection Plan

All We Can Deliver Boston employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees and consumers are protected. The Facility Manager and the Dispatcher are responsible for the control of accumulation of flammable or combustible waste materials. In addition, the Facility Manager is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (ex. Fire Extinguishers, fire hoses, etc.)

All We Can Deliver Boston agents will be trained on and are responsible for understanding the following Safe Code of Work Practices:

- Flammables, including data sheets, books, rags, clothing, flammable liquids or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
- Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials. Portable space heaters and candles are prohibited.
- Care must be taken not to block potential escape routes, particularly with flammable materials.
- Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or that are missing their protective sheath shall not be used.

Additionally, fire control measures installed or available in work areas include installed and monitored sprinkler systems, fire extinguishers and fire alarms systems. The Facility has 1 Fire Extinguishers throughout the facility. [Enter how many, type, weight, and distance apart]

Emergency Action Plan

The We Can Deliver Boston's emergency action plan serves to outline procedures for handling of emergency situations. This SOP will apply to all employees. These protocols ensure the safety of all personnel in an emergency situation. The Compliance Officer will oversee policy compliance for personnel under his or her supervision. Facility managers are responsible for oversight of all the employees and all emergency procedures. All We Can Deliver Boston employees will adhere to the policies and SOPs in this manual. All employees will have proper training in emergency preparedness as a condition of employment.

Response to a Medical Emergency

Medical problems may range from minor, isolated events to significant events involving many people. All employees will be trained in the following responses to medical emergencies:

- They should assess the situation.
- If the person is conscious, Agents should ask him or her to tell them if anything hurts. If unconscious, Agents should gently inspect the person for obvious signs of injury.
- Agents should not move the person (especially if he or she indicates any pain) unless Agents are in imminent danger of further injury, e.g., an approaching fire.
- Agents should ask someone else to call 911 if Agents are helping an injured person.
- Agents should also call the manager if he or she is not present and inform them of the situation, the location, etc.
- Agents may render first aid if Agents are knowledgeable and willing, but if possible should wait for qualified personnel to deliver medical attention.
- Agents should ask someone else to recover the first aid kit to utilize during the emergency and avoid coming in contact with blood, vomit, or other bodily fluids without the use of rubber gloves.
- Agents should not provide or administer any medicines and defer to emergency personnel once Agents arrive.
- Agents should limit their conversation with the person to reassurances and not discuss their injury, the accident, or what circumstances might have contributed to its cause, if possible.
- After the person has been given first aid and the incident is over, Agents should provide police or other emergency personnel with any details that Agents know.
- After the medical emergency is over, the injured person, witness, and/or supervisor should formally document the incident and maintain a record of it.

Response to a Fire Emergency

- Activate nearest fire alarm (if installed)
- Notify the local fire department by calling 911
- If no fire alarm is available notify on-site personnel via:
 - Voice communication
 - Phone paging
 - Radio
- Fight the fire ONLY if:
 - The fire department has been notified

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- The fire is small and not spreading to other areas
- Escaping the area is possible by backing up to the nearest exit
- The fire extinguisher is in working condition and personnel are trained to use it
- Upon being notified of a fire emergency, occupants must:
 - Leave the building using designated escape routes
 - Assemble in the designated area
 - Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.
- A We Can Deliver Boston Agent will designate employees as emergency responders who will:
 - Disconnect utilities and equipment unless doing so jeopardizes his/her safety
 - Coordinate an orderly evacuation of personnel
 - Perform an accurate headcount of personnel reported to the designated area
 - Determine a rescue method to locate missing personnel
 - Provide fire department personnel with the necessary information about the facility

Extended Power Loss

In the event of an extended power loss to this facility, precautionary measures should be taken including but not limited to:

- Unnecessary electrical equipment and instruments should be turned off if power restoration causes a surge that could damage electronics and sensitive equipment.

Upon restoration of power (and heat):

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensation from forming in circuitry.

Armed Robbery

All employees will be trained on how to respond to an armed robbery. Agents will receive initial training as a component of onboarding, re-fresher training annually and as needed throughout the year:

- 1) If a firearm is displayed, Agents should assume it is real and loaded.
- 2) Agents should not do anything that would jeopardize their safety or the safety of others.
- 3) Agents should remain calm and not make any sudden moves. If Agents must put their hands into a pocket or make any other moves, explain the action before doing it. If the robber(s) have a weapon, they will likely use it if provoked.
- 4) Agents should activate alarms ONLY if Agents can do so safely and without detection.
- 5) Agents should follow the directions of the robber(s), but not volunteer to anything more than asked.
- 6) Agents should study the robber(s) as carefully as possible without being obvious, noting height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, physical characteristics, gait, and method of operation.

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- 7) Agents should note the number of accomplices and where they stood, paying special attention to the way the robbers address each other because under stress, they may use real names.
- 8) Agents should note the type of weapon used by the robber and where he or she carried it.
- 9) Agents should note the direction in which the robber(s) departed and how they carried the money or cannabis away (sack, bank bag, etc.).
- 10) Agents should try to remember exactly what the robber(s) said.
- 11) Agents should prioritize their safety and the safety of others because money or cannabis can be recovered or replaced but a life cannot.

After the Armed Robbery, any employee can call 911 to report the robbery and provide their name and location. Agents should not leave the phone until they have answered all of the operator's questions. If injury occurred, Agents should advise the police if an ambulance is needed. The person who actually dealt with the robber(s) should be near the person designated to telephone the police to assist in answering any questions.

As soon as the robbery has been reported to the police, the employees should lock all doors, ask all witnesses to remain, and allow no one to enter until officers arrive. Agents should not touch anything. All persons who dealt with the robber or were present during the robbery should immediately begin writing all they can remember of the incident but not discuss the robbery with anyone until after Agents have given their information to the police.

Emergency Training

We Can Deliver Boston will prioritize frequent training, so all employees are familiar with the contents of the emergency management plan. We Can Deliver Boston will plan and schedule the emergency exercises to minimize disruption of normal business operations and maximize participation of employees and management. Due to the severity of many emergencies, We Can Deliver Boston will conduct semiannual emergency training exercises including bomb threat, fire, armed robbery, and medical emergency drills and maintain a record of all training, noting any issues during these drills, so that solutions will be implemented before the next drill. Training will include the emergency evacuation plan, including regular evacuation drills that practice varying escape routes in the event the designated evacuation route is not available.

June 6, 2021

Traffic Memorandum

Sanctuary Medicinals, Inc.
Recreational Cannabis Retailer
Brookline, MA

Prepared for:



Sanctuary Medicinals, Inc.

234 Taylor Street
Littleton, MA 01460

Submitted by:

ASB design group

363 Boston Street
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ASB Project #2021-18

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1 Introduction

Sanctuary Medicinals, Inc. retained **ASB** design group to prepare a traffic memorandum related to the proposed Marijuana Courier License Application for its Brookline dispensary located at 1351 Beacon Street in Brookline, Massachusetts. The purpose of this memorandum is to assess potential traffic impacts (if any) by the couriers once the permit is issued.

Sanctuary Medicinals Inc. is a mission-oriented marijuana dispensary founded in 2015 with the goal of providing consistent, high quality medical marijuana to the patients of Massachusetts in a safe and welcoming atmosphere. Since opening Sanctuary Medicinals Inc. has grown exponentially and have expanded its vision into the recreational sector. Products offered to consumers, which are organically produced, and laboratory tested for safety, potency, and consistency include but are not limited to the following: flowers, tinctures, oils, extracts, salves, patches, and various edible options. As of 2020 Sanctuary Medicinals Inc. has medical, recreational, and collocated licensed facilities throughout Massachusetts with a sister company Sanctuary ATC in New Hampshire.

2 Existing Conditions

The following section documents the existing traffic conditions in the vicinity of the project.

Webster Street

The project's primary impact area for the deliveries is proposed to be identified by the immediate roadway segment of Webster Street. Webster Street is classified by the MassDOT as an urban collector. The roadway is approximately 600 feet in length and runs in the northwest-southeast directions, with its northern terminus at Beacon Street and its southern terminus at Harvard Street both in Brookline. The roadway is one-way southbound from Courtyard by Marriott Hotel to Harvard Street, and is two-way north of the Hotel. The roadway has no posted speed limit. The land use along Webster Street is primarily residential and commercial. The roadway is within the jurisdiction of the Town of Brookline.

Harvard Street

Harvard Street is classified by the MassDOT as an urban principal arterial and runs in the north-south directions with its northern terminus at Cambridge Street in Alston and its southern terminus at Washington Street in Brookline. The posted speed limit along the roadway is 25 miles per hour. The land use along Harvard Street is primarily residential and commercial. The roadway is within the jurisdiction of the Town of Brookline.

3 Existing Traffic Volumes

3.1 Automated Traffic Recorders

As part of the Initial permitting for the Sanctuary Medicinals in Brookline, Nitsch Engineering prepared a conservative and comprehensive report - Transportation Impact Report for Recreational Marijuana Retailer, Brookline, MA (November 21, 2018; *Revised April 17, 2019*), (copy attached). The report described the project area, presented traffic counts, and analyzed existing and future traffic operation efficiency. The data was used to examine the traffic circulations and overall operations, and to evaluate the traffic impacts of the proposed facility.

Based on the capacity analysis for the facility, traffic operations at all the intersections were found to remain at acceptable levels of Service (LOS) (at LOS D or better). Therefore, project related traffic impacts were determined to be nominal.

The principal traffic volume parameters from MassDOT Roadway Inventory and the Transportation Impact Report for Recreational Marijuana Retailer, Brookline, MA (Nitsch Engineering - November 21, 2018; *Revised April 17, 2019*) for Webster Street are given below in **Table T1** for the roadway.

Table T1 – Webster Street Traffic Data from MassDOT Roadway Inventory

Location	ADT	A.M. Peak	P.M. Peak
Webster Street	2,930	123	130

4 Safety Analysis

4.1 Crash Data

ASB queried the MassDOT Crash Portal database using the Map Filter for the intersection of Webster Street at Harvard Street to obtain closed crash reports for the five most recent years available (2014 to 2018). A summary of the crashes, including the severity, and the manner of collision are shown in **Table T2**.

Table T2 - Crash Report

Location	Number of Crashes			Severity				Manner of Collision					Percent During	
	Year	Total Crashes	Average	PD ^a	PI ^b	NR ^c	F ^d	A ^e	RE ^f	HO ^g	Other ^h	Incl. Ped-Bike ⁱ	Peak Hours ^k	Wet/Icy Conditions
Webster Street at Harvard Street	2014	0	0.6	0	0	0	0	0	0	0	0	0	0%	0%
	2015	2		1	1	0	0	1	0	0	1	0	0%	0%
	2016	0		0	0	0	0	0	0	0	0	0	0%	0%
	2017	0		0	0	0	0	0	0	0	0	0	0%	0%
	2018	1		1	0	0	0	0	0	0	1	0	0%	0%
	Total	3		2	1	0	0	1	0	0	2	0	0%	0%

^aProperty Damage Only; ^bPersonal Injury Only (non-Fatal Injury); ^cNot Reported; ^dFatality; ^eAngle; ^fRear end; ^gHead on; ^hSideswipe, opposite direction; sideswipe, same direction, single vehicle crash, rear-to-rear, not reported, unknown, etc.; ⁱIncludes pedestrian or cyclist; ^kOccurred between 7-9am or 4-6pm

A total of three crashes were reported within the study areas for the segment. The crash data indicated that from 2014 to 2018, in terms of severity, two of the crashes involved property damage and one reported personal injury. In terms of manner of collision, one of the crashes was angle collision and another two were of other type. One of the crashes involved a pedestrian. None of the crashes occurred during the peak hours of 7:00 to 9:00 AM or 4:00 to 6:00 PM or during wet/icy conditions. Since the crashes were mostly angle collisions and single vehicle types, they were most likely caused by driver carelessness or inattentiveness.

4.2 Intersection Crash Rates

The intersection crash rate is recognized as an effective tool to measure the safety of intersections. For intersections, crash rates are expressed by the number of crashes per million entering vehicles (MEV). As of June 26, 2018, the average statewide crash rate for unsignalized intersections is 0.57 crashes per MEV and 0.78 crashes per MEV for signalized intersections. For District 6, which includes the Town of Brookline, the rate for unsignalized intersections is 0.52 crashes per MEV and 0.71 crashes per MEV for signalized intersections. The crash rate for the intersection of Webster Street at Harvard Street corridor is as shown in **Table T3**.

Table T3 - Crash Rate Summary

Location	Control	Total Crashes	Crash Rate	Compared to Average ^d		Compared to Average ^d	
				Statewide	District 6	Statewide	District 4
Webster Street. at Harvard St.	Unsignalized	3	0.10	0.57	0.52	Below	Below

Based on the available data at the time of this study, we calculated the crash rate for the intersection of Webster Street at Harvard Street to be 0.10 per MVMT, which is below both Statewide and Districtwide averages.

5 Proposed Conditions

With “*Marijuana Courier License*”, Sanctuary Medicinals will provide direct delivery to customers from the Brookline facility.

A *Marijuana Courier Licensee* (previously called Delivery-Only) means an entity that is authorized to deliver directly to Consumers from a Marijuana Retailer or Registered Qualifying Patients or Caregivers from a Marijuana Treatment Center (MTC) and that does not provide a retail location accessible to the public under this license. Please note that Marijuana Courier Licenses are limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of 36 months from the date the first Marijuana Delivery Operator (a different license type) Licensee receives a notice to commence operations. This exclusivity period may be extended by the Commission pursuant to a vote.

6 Future Vehicular Traffic

The following information was provided by Sanctuary Medicinals, Inc.:

- Sanctuary has secured the use of the Santander Bank Parking lot on Webster Street for product pick-up by couriers.
- Hours of Operation: 9:00 AM-9:00 PM Sunday through Saturday,
- Sanctuary expects an average of two trips per hour for product pick-up by the couriers during normal business days.

Table T4 summarize the total Service generated trips (courier pick-ups) for the average daily hours.

Table T4 - Service Generated Trips

	Proposed Trips
Weekday Daily	48
Entering	24
Exiting	24
Weekday Average Hour	4
Entering	2
Exiting	2

As illustrated in **Table T4**, approximately 48 net new daily trips (24 trips in and 24 trips out) are expected to be generated by the couriers, with 4 net new trips (2 in and 2 out) during the average weekday hour.

Based on the above generated trips, we believe that the addition of the proposed services will not significantly impact the area traffic and Webster street will continue to operate at its current levels of service with no additional delays on all approaches.

7 Summary

ASB has prepared this technical memorandum to document the existing traffic information and assess the future conditions (with Marijuana Courier License) for Sanctuary Medicinals, Inc. Dispensary, a recreational marijuana retail facility located at 1351 Beacon Street in Brookline, Massachusetts.

According to the estimated trip generation rates identified in **Table T4**, it is expected that the facility will serve between 24 costumers and patients daily. We anticipate that the number of available dispensaries with Marijuana Courier License in the Commonwealth will increase, resulting in a reduction in the number of daily customers at each facility requesting this service.

Based on the service generated trips, we believe that the proposed dispensary will not significantly impact the area traffic, and Webster Street will continue to operate at its current levels of service with no additional delays.

June 6, 2021

Appendices

Sanctuary Medicinals, Inc.
Recreational Cannabis Retailer
Brookline, MA

Prepared for:



Sanctuary

Sanctuary Medicinals, Inc.

234 Taylor Street
Littleton, MA 01460

Submitted by:

ASB design group

363 Boston Street
Topsfield, MA 01983

ASB Project #2021-18

13.A.



INTERSECTION CRASH RATE WORKSHEET

CITY/TOWN : BROOKLINE COUNT DATE : 6/6/2021

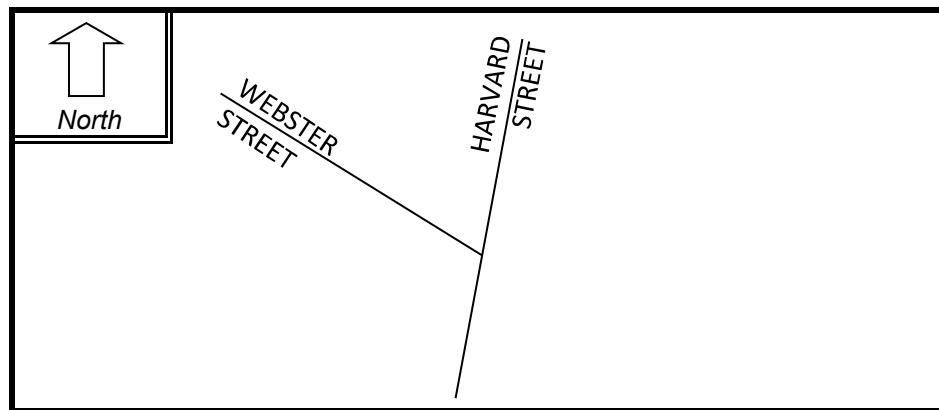
DISTRICT : 6 UNSIGNALIZED : ☒ SIGNALIZED : ☐

~ INTERSECTION DATA ~

MAJOR STREET : WEBSTER STREET

MINOR STREET(S) : HARVARD STREET

**INTERSECTION
DIAGRAM**
(Label Approaches)



PEAK HOUR VOLUMES

APPROACH :	1	2	3	4	5	Total Peak Hourly Approach Volume
DIRECTION :	EB	WB	NB	SB		
PEAK HOURLY VOLUMES (AM/PM) :	130	0	514	631		1,275

" K " FACTOR : INTERSECTION ADT (V) = TOTAL DAILY APPROACH VOLUME :

TOTAL # OF CRASHES : # OF YEARS : AVERAGE # OF CRASHES PER YEAR (A) :

CRASH RATE CALCULATION :

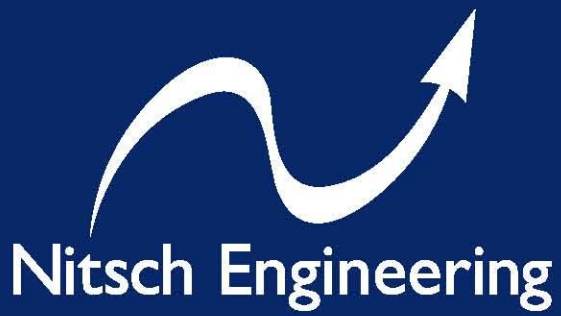
0.10

RATE =

$$\frac{(A * 1,000,000)}{(V * 365)}$$

Comments : PM PEAK USED

Project Title & Date: SANCTUARY, BROOKLINE



Transportation Impact Report

Recreational Marijuana Retailer Brookline, MA

November 21, 2018

Revised April 17, 2018

Prepared for:

Sanctuary Medicinals, Inc.
234 Taylor Street
Littleton, MA 01460

Submitted by:

Nitsch Engineering
2 Center Plaza, Suite 430
Boston, MA 02108

Nitsch Project #13174.

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1 INTRODUCTION

1.1 General/Site Location

Nitsch Engineering has been retained by Sanctuary Medicinals (SMI) to prepare a qualitative assessment of safety, traffic circulation, and traffic access/egress associated with the proposed recreational marijuana retail facility located in Brookline, Massachusetts.

The report describes the project area, presents traffic counts, and analyzes existing and future traffic operation efficiency. The data is used to examine the traffic circulations and overall operations, and to evaluate the traffic impacts of the proposed facility.

The standards used for analysis conform to the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the 2010 edition of the Highway Capacity Manual.

The following conditions are analyzed in this report:

- Existing Conditions 2018;
- Future 2025 No-Build; and
- Future 2025 Build.

Figure 1 is the Locus Map showing the proximity of the new facility and the surrounding roadway network, and the proposed study intersections.

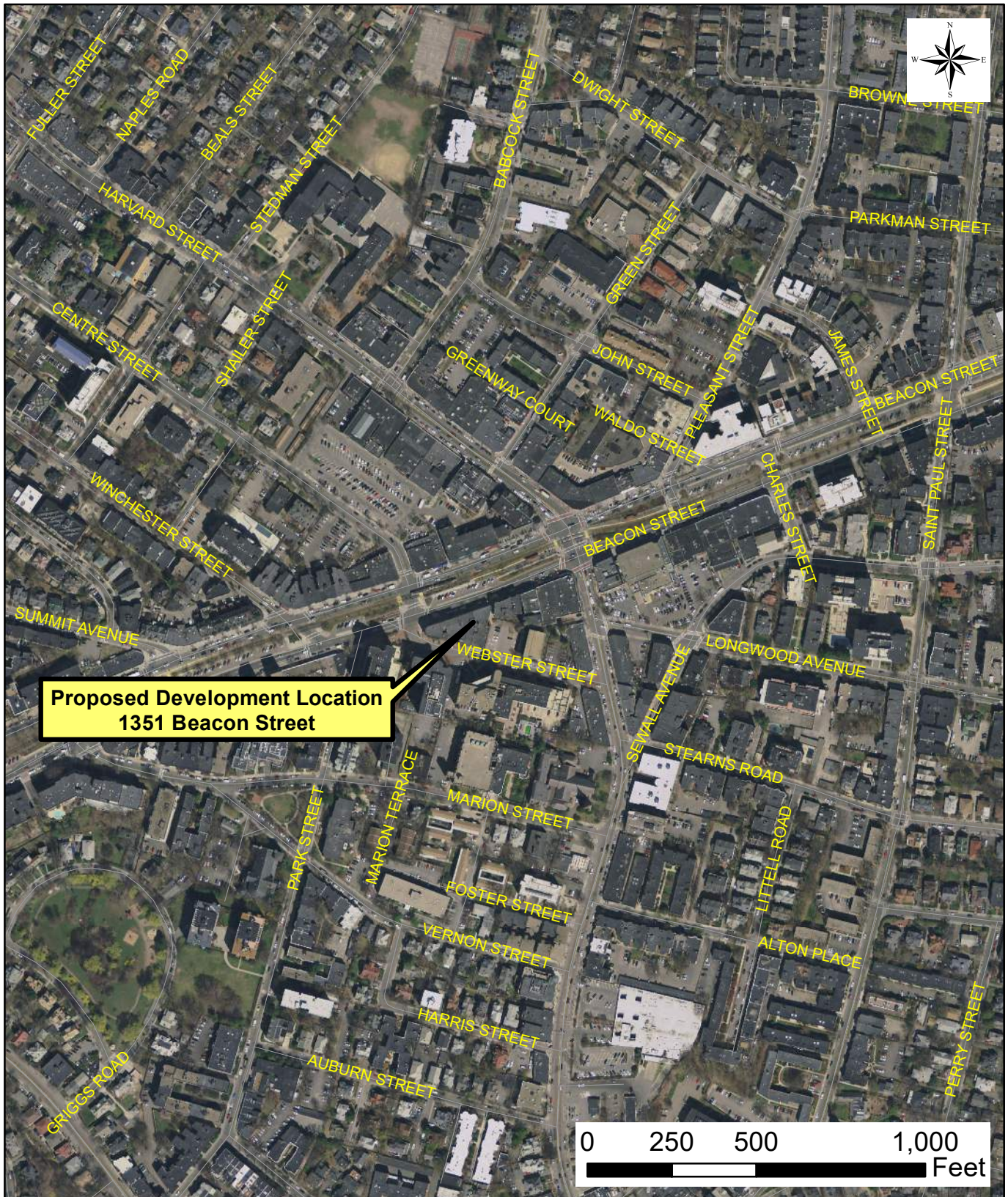


Figure 1: Locus Map
 1351 Beacon Street
 Brookline, Massachusetts

2 EXISTING CONDITIONS

2.1 Study Area Roadways

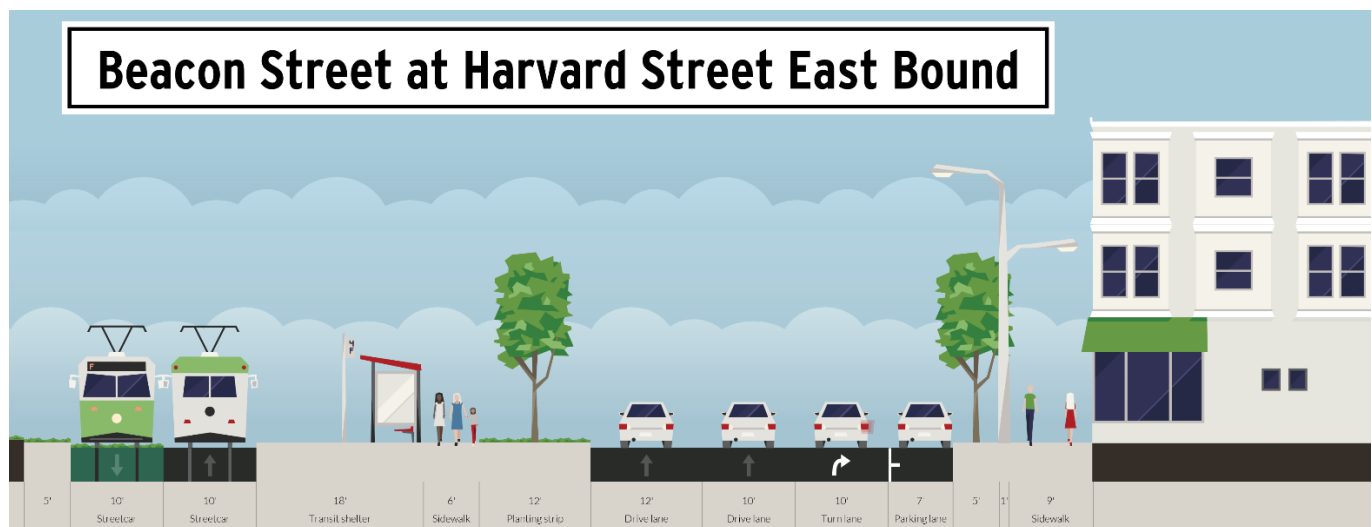
To examine the existing conditions, we studied and collected data at the following roadways:

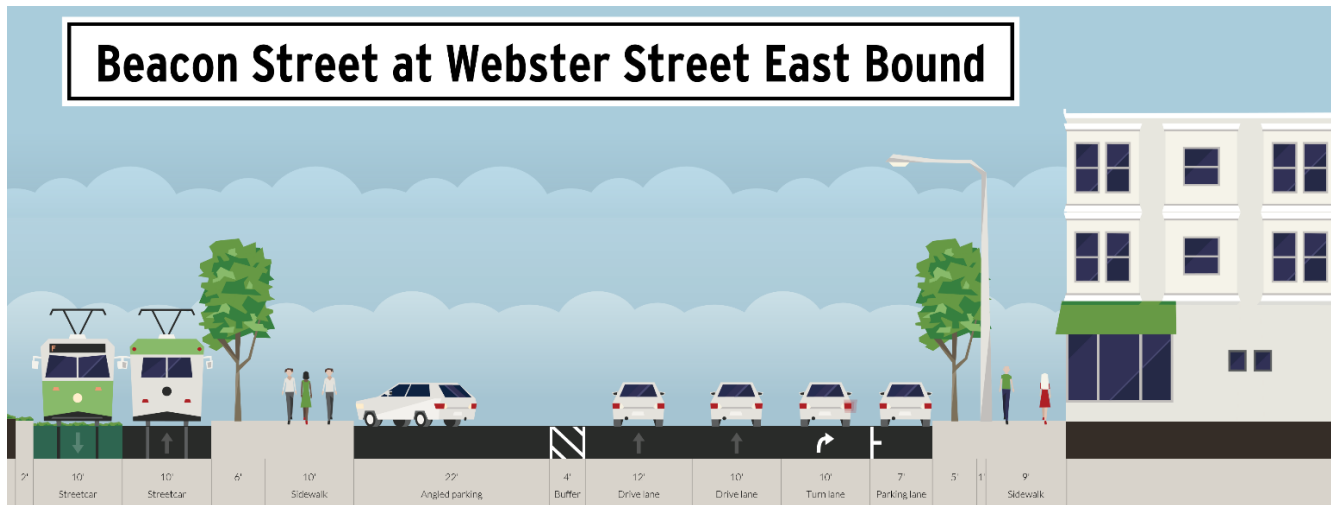
1. Beacon Street;
2. Harvard Street; and
3. Webster Street.

Beacon Street

Beacon Street is classified by the Massachusetts Department of Transportation (MassDOT) as an urban principal arterial and runs in the east-west directions with its eastern terminus at Tremont Street in Boston and its western terminus at Washington Street (Route 16) in Newton. The posted speed limit along the roadway is 30 miles per hour. The land use along Beacon Street is primarily residential and commercial. The roadway is within the jurisdiction of the Town of Brookline. Beacon Street begins as a one-way street from the intersection of Tremont Street and School Street until it meets Park Street in front of the Massachusetts State House. From that intersection it descends Beacon Hill as a two-lane, bi-directional street until it reaches Charles Street. At Charles Street, it becomes a one-way avenue that runs through the Back Bay neighborhood until it reaches Kenmore Square. From Kenmore Square, Beacon Street skirts the area around Fenway Park and follows a southwesterly slant through Brookline along either side of MBTA Green Line trolley tracks to Cleveland Circle in Brighton. From there it passes Boston College and crosses Centre Street to form the Newton Centre, and goes through the Village of Waban (in Newton) at its intersection with Woodward Street. It ends at Washington Street.

Beacon Street is approximately 30 feet wide at each side, with two through lanes and curbside metered parking, with approximately 12 feet wide sidewalks on either side.





Harvard Street

Harvard Street is classified by the MassDOT as an urban principal arterial and runs in the north-south directions with its northern terminus at Cambridge Street in Alston and its southern terminus at Washington Street in Brookline. The posted speed limit along the roadway is 25 miles per hour. The land use along Harvard Street is primarily residential and commercial. The roadway is within the jurisdiction of the Town of Brookline.

Webster Street

Webster Street is classified by the MassDOT as an urban collector. The roadway is approximately 600 feet in length and runs in the northwest-southeast directions, with its northern terminus at Beacon Street and its southern terminus at Harvard Street both in Brookline. The roadway is one-way southbound from Courtyard by Marriott Hotel to Harvard Street, and is two-way north of the Hotel. The roadway has no posted speed limit. The land use along Webster Street is primarily residential and commercial. The roadway is within the jurisdiction of the Town of Brookline.

2.2 Study Area Intersections

The study area contains three intersections (Figure 2). To examine the existing conditions, we designated the following intersections as the main intersections of the study.

1. Beacon Street at Harvard Street;
2. Beacon Street at Webster Street; and
3. Harvard Street at Webster Street and Centre Street.

Beacon Street at Harvard Street

Beacon Street and Harvard Street intersect as a four-way signalized intersection. Beacon Street approaches from the northeast and southwest, and Harvard Street approaches from the south and northwest. ADA compliant crosswalks protected by pedestrian signals are present at all approaches.

From southwest, Beacon Street is a two-way roadway with two lane in each direction, separated by a 50-foot median-MBTA Green Line trolley tracks. Approaching the intersection, the approach consists of three (3) lanes, two that permit through movements, and an exclusive right turn lane that transitions to the south onto Harvard Street. Beacon Street is approximately 40 feet wide at the intersection. Cement concrete sidewalk is present on south side of Beacon Street.

From northeast, Beacon Street is a two-way roadway with two lanes in each direction, separated by a 50-foot median-MBTA Green Line trolley tracks. Approaching the intersection, the approach consists of three (3) lanes, two that permit through movements, and an exclusive right turn lane that transitions to the northwest onto Harvard Street. Beacon Street is approximately 33 feet wide at the intersection. Cement concrete sidewalk is present on the north side of Beacon Street.

From northwest, Harvard Street is a two-way roadway with two lanes in each direction, separated by a 6-foot median. Approaching the intersection, the approach consists of two (2) lanes, one that permits a through movement, and one that permits a through movement and a right turn that transitions to the southwest onto Beacon Street. Harvard Street is approximately 64 feet wide at the intersection, and consists of an exclusive bicycle lane in the northbound direction along the easterly curb. Cement concrete sidewalks are present on both sides of Harvard Street.

From south, Harvard Street is a two-way roadway with two lanes in each direction, separated by double yellow centerline. Approaching the intersection, the approach consists of two (2) lanes, one that permits a through movement, and one that permits a through movement and a right turn that transitions to the northeast onto Beacon Street. Harvard Street is approximately 49 feet wide at the intersection, and consists of an exclusive bicycle lane in the southbound direction along the westerly curb. Cement concrete sidewalk is present on both sides of Harvard Street.

The coordinated traffic signal operates in two (2) phases. The following movements are permitted or protected, as noted, during each of the phases.

First phase:

- Beacon Street eastbound and westbound

Second phase:

- Harvard Street northbound and southbound

The traffic signal phasing and signing plans are included in the Appendix 4.

Beacon Street at Webster Street and Centre Street

Beacon Street and Webster Street and Centre Street intersect as a four-way signalized intersection. Beacon Street approaches from the northeast and southwest, Webster Street approaches from south, and Centre Street approaches from the north. ADA compliant Crosswalks protected by pedestrian signals are present at all approaches.

From southwest, Beacon Street is a two-way roadway with two lane in each direction, separated by a 50-foot median-MBTA Green Line trolley tracks. Approaching the intersection, the approach consists of four (4) lanes, one exclusive left-turn lane that transitions north onto Centre Street, one that permits through movements, one that permits through movements and right turn movements that transitions to the south onto Webster Street, and an exclusive 5-foot wide bicycle lane. Beacon Street is approximately 40 feet wide at the intersection. Brick paved sidewalk is present on south side of Beacon Street.

From northeast, Beacon Street is a two-way roadway with two lanes in each direction, separated by a 50-foot median-MBTA Green Line trolley tracks. Approaching the intersection, the approach consists of two (2) lanes, on that permits through movements, and one that permits through movements and right turn movement that transitions to the north onto Centre Street. Beacon Street is approximately 32 feet wide at the intersection. Cement concrete sidewalk is present on the north side of Beacon Street.

From north, Centre Street is a two-way roadway with one lane in each direction, separated by a double yellow centerline. Approaching the intersection, the approach consists of one (1) lane that permits a through movement that transitions to the south onto Webster Street, a right turn that transitions to the southwest onto Beacon Street, and a left turn that transitions to the northeast onto Beacon Street. Centre Street is approximately 34 feet wide at the intersection. Cement concrete sidewalks are present on both sides of Centre Street.

From south, Webster Street is a two-way roadway with one lane in each direction, separated by a double flush to pavement granite curb centerline. Approaching the intersection, the approach consists of one (1) lane that permits a through movement that transitions to the north onto Centre Street, a right turn that transitions to the northeast onto Beacon Street, and a left turn that transitions to the southwest onto Beacon Street. Webster Street is approximately 24 feet wide at the intersection. Brick paved sidewalks are present on both sides of Harvard Street.

The coordinated traffic signal operates in three (3) phases. The following movements are permitted or protected, as noted, during each of the phases.

First phase:

- Beacon Street eastbound

Second phase:

13.A.

- Beacon Street eastbound and westbound

Third phase:

- Centre Street southbound and Webster Street northbound

The traffic signal phasing and signing plans are included in the Appendix 4.

Harvard Street at Webster Street

Harvard Street and Webster Street intersect as a three-way unsignalized intersection. Harvard Street approaches from the north and south, and Webster Street approaches from the west. Harvard Street operates freely with no control. Webster Street operates with stop control.

At the intersection, approaching from the north and the south Harvard Street is approximately 48 feet wide and contains one travel lane in each direction separated with a double yellow center line. Approaching from the west Webster Street is one-way eastbound and approximately 24 feet wide and contains one right-turn only travel lane at the intersection. Sidewalks are present at all sides of the intersection. An ADA compliant crosswalk is present across Webster Street at the intersection.

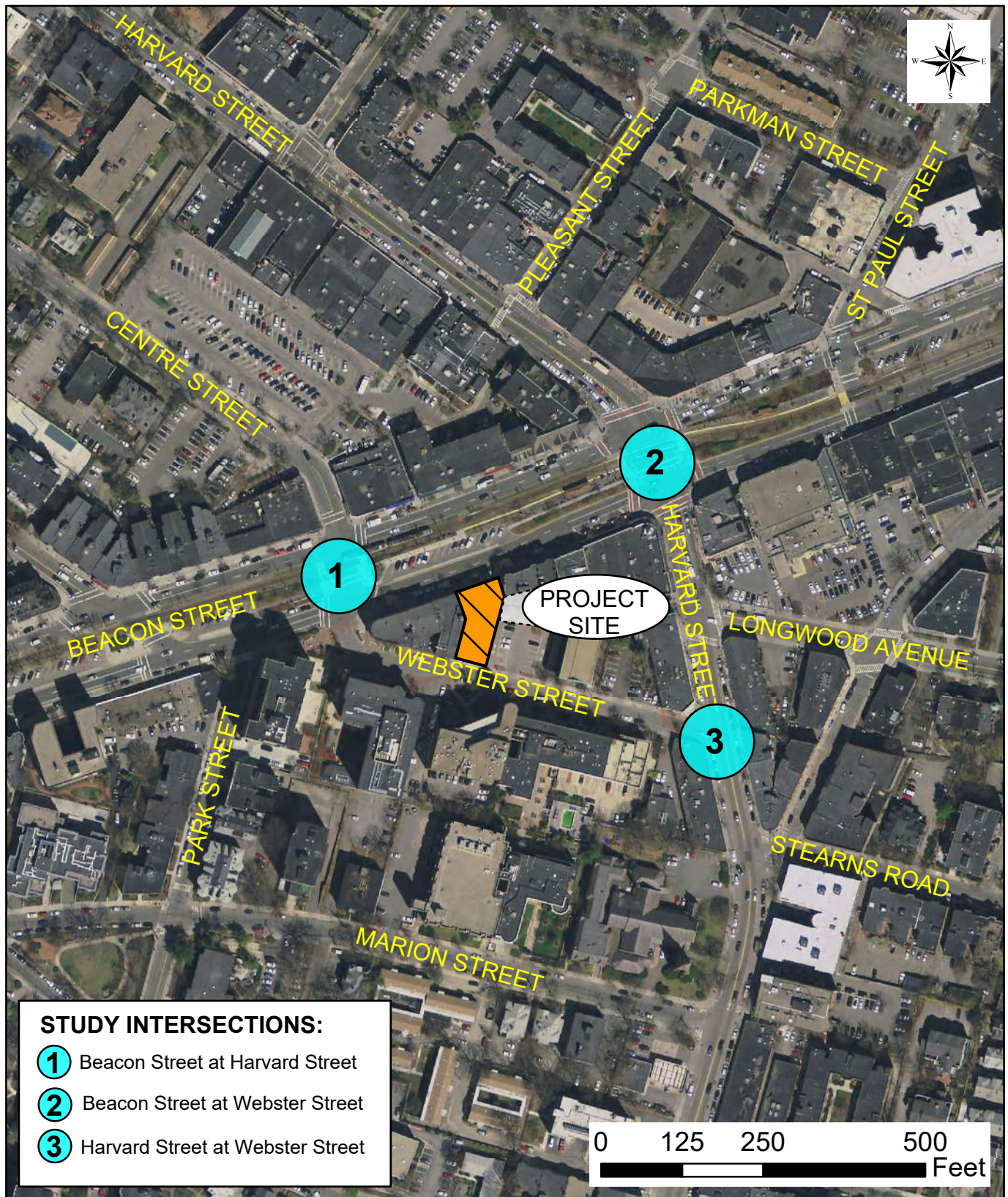


Figure 2 - Intersection Locations

1351 Beacon Street
Brookline, Massachusetts

2.3 Existing On-street Parking and Curb use

On-street parking and curbside use was inventoried along the study area roadways. 45 on street parking spaces, that include two ADA accessible spaces and two 15-minute spaces, exist along Beacon Street, Harvard Street and Webster Street adjacent to the facility. Figure 3, Curbside Regulation, graphically indicates the curb side use and parking regulations within the study area.

2.4 Public Parking

Nitsch Engineering performed a public parking supply and utilization study along the study area roadways on Wednesday November 14, 2018. The utilization of the lot was taken at 10:30 AM. The study was repeated on Friday February 15, 2019 at 5:30 PM. The following three public parking lots were included in the study:

1. Center Street East;
2. Marriott Courtyard Hotel; and
3. Webster Street Lot.

The hours of operation, total available spaces, and utilization for each parking lot are presented in Table 1.

Table 1 - Parking Utilization

Parking Lot	Hours of Operation	Time Limit	Total Spaces	AM		PM	
				Free Spaces	U%	Free Spaces	U%
Center Street East	8:00 AM to 8:00 PM	4 Hour	136	20	86%	10	92%
Marriott Courtyard Hotel	24 Hours	-	60	15	75%	12	80%
Webster Street Lot	8:00 AM to 8:00 PM	3 Hour	13	3	77%	1	92%

2.5 Existing Public Transportation Facilities

The Project Site is well served by transit and bus public transportation. Figure 4, Public Transportation, illustrates the available bus and subway transportation services adjacent to the Project Site.

2.6 Existing Pedestrian facilities

Sidewalks are provided on both sides of all study intersections. ADA accessible ramps and crosswalks are provided at all intersections.

2.7 Existing Bicycle Facilities

The roadways adjacent to the Project Site all have sharrow bicycle markings. The roadways in the study area have not been rated for type of bicyclist (children, beginner cyclist, cyclist with limited or some on-road experience, and experienced cyclist) suitability levels.

Bluebikes is Metro Boston's public bike share program, with over 1,800 bikes and more than 200 stations across Boston, Brookline, Cambridge and Somerville. Bluebike Station K32001 is located at the intersection of Beacon Street at Webster Street and contains 17 bicycle docks.

Seven bicycle racks are also available along the Beacon Street eastbound sidewalk between Harvard Street and Webster Street.

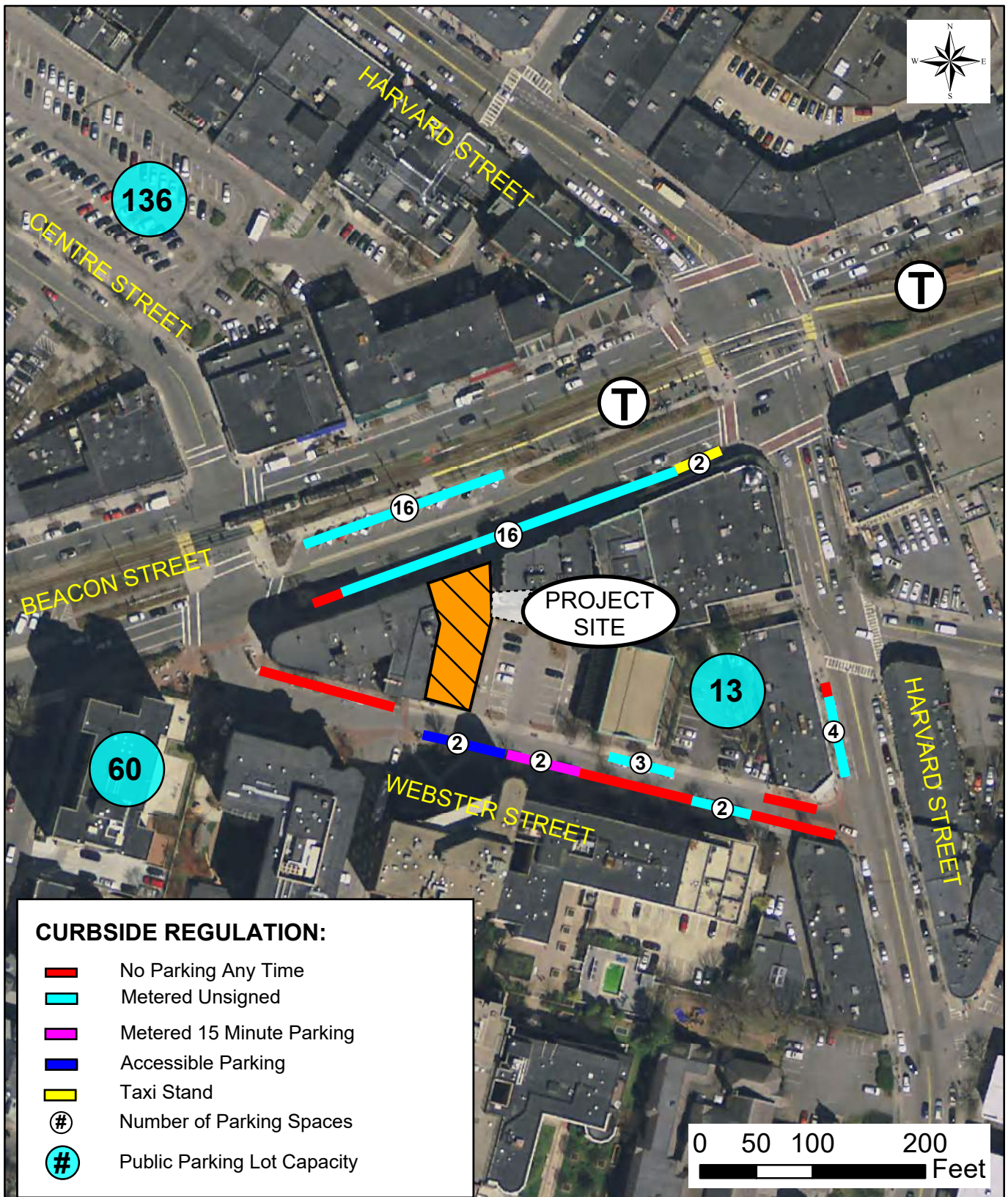


Figure 3 - Curbside Regulation and Public Parking Lot Capacity

1351 Beacon Street

Brookline, Massachusetts

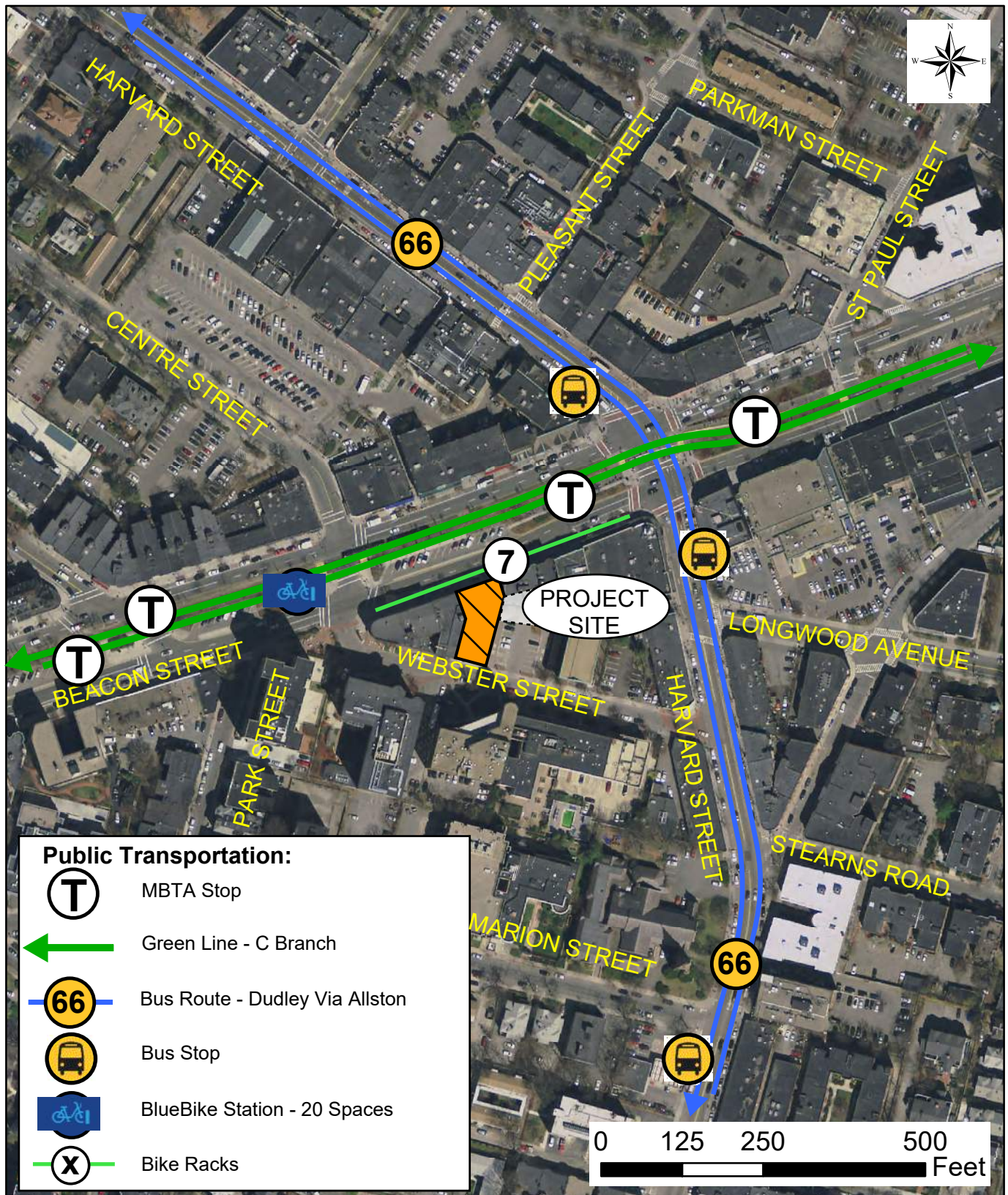


Figure 4 - Public Transportation

1351 Beacon Street
Brookline, Massachusetts

3 SAFETY ANALYSIS

3.1 Crash Data

Crash data available from MassDOT for the five most available recent years of 2012 to 2016 was collected and reviewed for the study area intersections. Brookline Police Department also provided accident reports from 2016 to 2019. The total crashes, severity, manner of collision, and percentage that occurred during peak hours and/or wet/icy weather conditions for each intersection are presented in Table 2, Crash Summary. A copy of the crash data is included in the Appendix.

Table 2 - Crash Summary

Location	Number of Crashes			Severity				Manner of Collision					Percent During	
	Year	Total Crashes	Average	PD ^a	PI ^b	NR ^c	F ^d	A ^e	RE ^f	HO ^g	Other ^h	Incl. Ped-Bike ^j	Peak Hours ^k	Wet/Icy Conditions
Beacon Street at Harvard Street	2012	6	7.00	2	3	1	0	0	1	0	5	3	33%	17%
	2013	2		1	1	0	0	0	0	0	2	0	0%	0%
	2014	5		3	2	0	0	2	0	0	3	1	80%	60%
	2015	7		2	5	0	0	2	3	0	2	3	43%	29%
	2016	15		5	5	5	0	1	2	0	12	2	20%	0%
	TOTAL	35		13	16	6	0	5	6	0	24	9	37%	20%
Beacon Street at Webster Street	2012	0	1.20	0	0	0	0	0	0	0	0	0	0%	0%
	2013	0		0	0	0	0	0	0	0	0	0	0%	0%
	2014	1		0	1	0	0	0	0	0	1	1	0%	100%
	2015	3		2	1	0	0	1	1	0	1	1	33%	33%
	2016	2		1	1	0	0	0	1	0	1	0	0%	0%
	TOTAL	6		3	3	0	0	1	2	0	3	2	17%	33%
^Property Damage Only; ^Personal Injury Only (non-Fatal Injury); ^Not Reported; ^Fatality; ^Angle; ^Rear end; ^Head on; ^Sideswipe, opposite direction; sideswipe, same direction, single vehicle crash, rear-to-rear, not reported, unknown, etc.; ^Includes pedestrian or cyclist; ^Occurred between 7-9am or 4-6pm														

In terms of severity, 16 reported property damages, and 19 reported personal injury. In terms of the type of collision, six reported an angle collision, eight were rear end collision, 22 reported other type, and 11 of the crashes included bicycle or pedestrian. 20% of the crashes at the intersection of Beacon Street at Harvard Street occurred during wet/icy conditions, and 37% of the crashes occurred during peak hours. Similarly, 33% of the crashes at the intersection of Beacon Street at Webster Street occurred during wet/icy conditions, and 17% of the crashes occurred during peak hours.

The crash data and crash rates are summarized in Appendix A-3.

4 EXISTING TRAFFIC CONDITIONS

4.1 2017 Traffic Count Data

Turning Movement Count (TMC) Data

Nitsch Engineering retained Precision Data Industries, LLC (PDI) of Framingham, Massachusetts to conduct 11-hour Turning Movement Counts (TMC) at the following intersections:

Beacon Street at Harvard Street; and
Beacon Street at Webster Street.

See Figure 2 for intersection locations. TMC data was collected on Thursday, October 11, 2018 from 8:00 AM to 7:00 PM. The TMC data included bicycle and pedestrian counts. The peak hours within the study area were established as 8:00 AM to 9:00 AM during the weekday morning period, 12:30 PM to 1:30 PM during the weekday midday period, and 5:00 PM to 6:00 PM during the weekday afternoon period. Since the facility hours of operation will be 10 AM to 6:45 PM, we will be using midday and evening volumes for our analysis. The 2018 Existing Traffic Volumes are shown in Figure 5.

Nitsch Engineering also conducted midday and afternoon peak hour counts at the intersection of Harvard Street at Webster Street on Wednesday November 14, 2018. A copy of the raw traffic count data is included in Appendix A-1.

4.2 Seasonal Adjustment

Nitsch Engineering used the MassDOT 2013 Weekday Seasonal Adjustment Factors to establish if the traffic counts needed to be seasonally adjusted. The composition of the study area falls within "Group U3 – Urban Arterials". Counts within Group U3 collected during the month of October experience 9% higher than average counted volumes. In order to present conservative traffic volumes in this study, Nitsch Engineering made no reduction in the counted volumes.

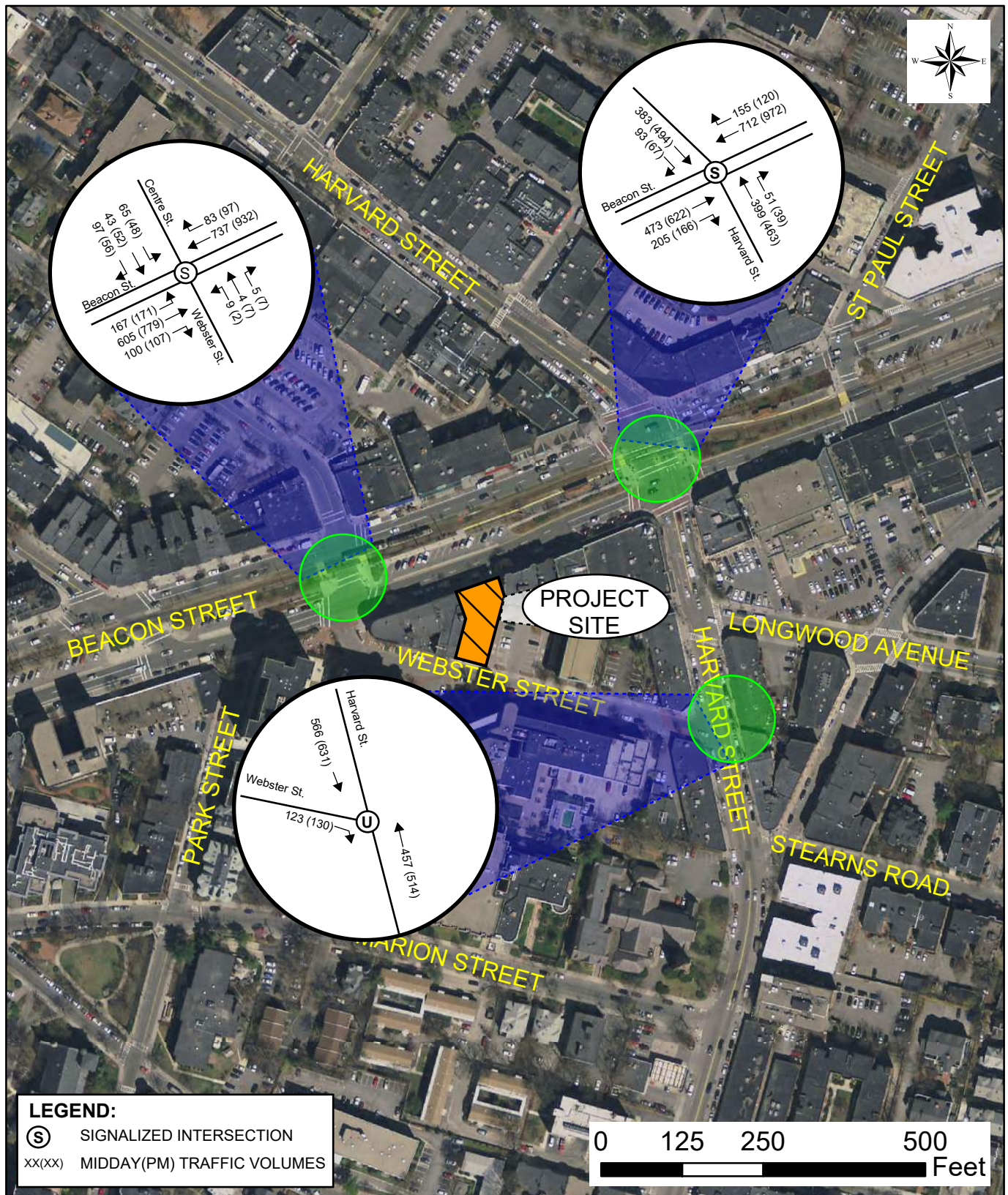


Figure 5 - 2018 Existing Peak Hour Volumes

1351 Beacon Street

Brookline, Massachusetts

5 FUTURE NO-BUILD TRAFFIC CONDITIONS

5.1 Background Growth

Nitsch Engineering used the traffic data collected as part of the Green Line Transportation Study on March 24, 2016 to compare with the newly collected volumes in order to calculate the growth rate.

The comparison indicated that traffic along Beacon Street in Brookline has decreased mildly during the past two-years horizon. In order to remain conservative, we elected to use a 1% annual increase in traffic over the seven-year design period for this Project.

5.2 2025 No-Build Traffic Volumes

The 2025 No-Build Traffic Volumes are shown in Figure 6 and are derived by applying the traffic growth rate of 1% per year over the seven-year design horizon to project the 2025 traffic volumes.

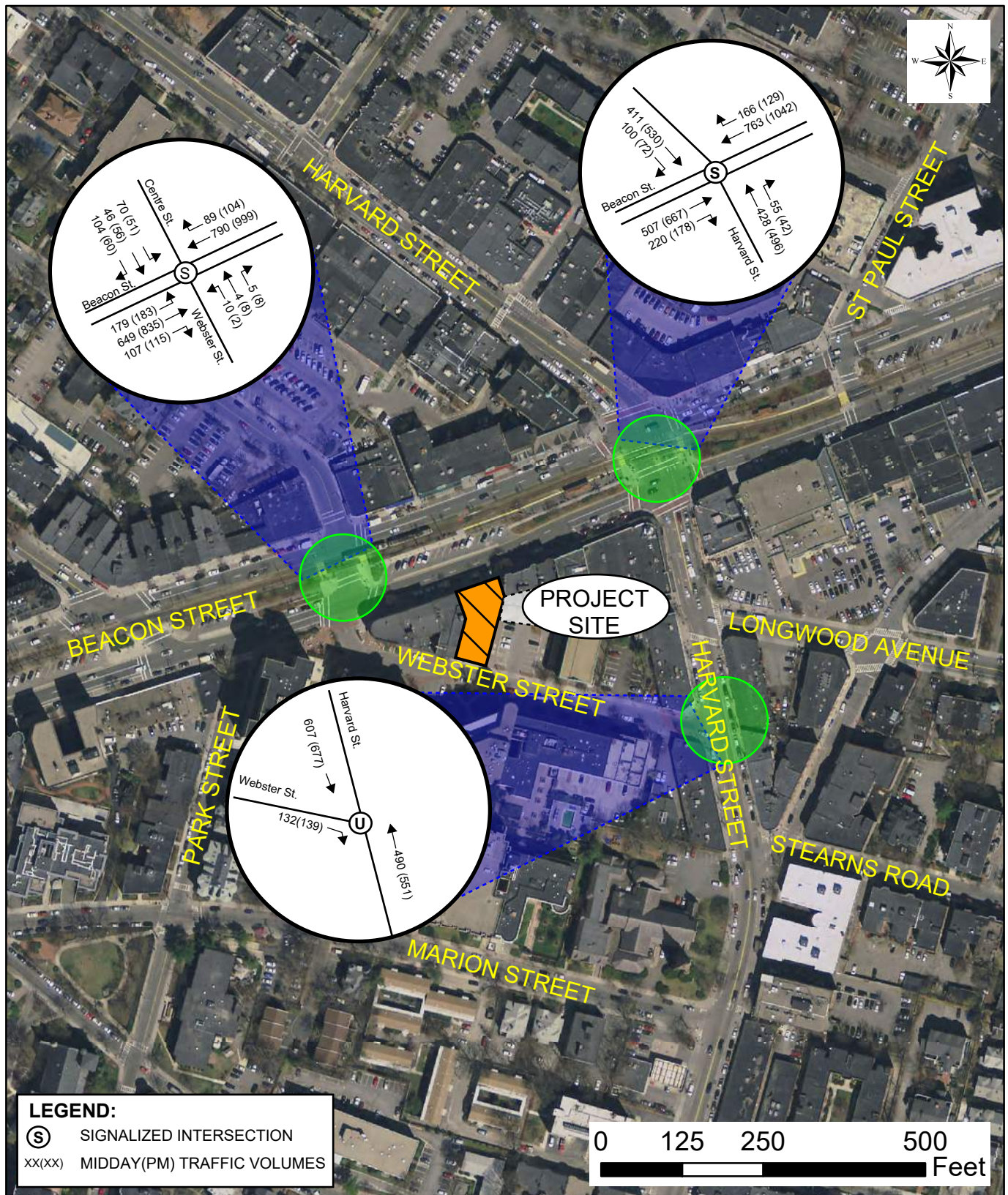


Figure 6 - 2025 No-Build Volumes

1351 Beacon Street
Brookline, Massachusetts

6 PROPOSED FUTURE CONDITIONS

6.1 Trip Generation

Nitsch Engineering used the Institute of Transportation Engineers (ITE) publication Trip Generation, 10th Edition to estimate the vehicle trip rates for the proposed development and establish the net trips as a result of the proposed retail shop and dispensary.

The following information was provided by Sanctuary Medicinals, Inc. (SMI):

- 3,100 square feet of GFA for retail;
- 725 square feet of GFA for a Display Art Gallery;
- Hours of Operation: 10:00AM-10:00PM (Mondays through Saturdays), 9:00AM-10:00PM (Sundays)
- SMI's anticipated maximum customers visits per day: 600-720
- Maximum number of employees at the proposed Facility: 20 per day.
- Based off of SMI's operating experience and projections for the adult use market, the average projected time spent inside our dispensary per customer is 7 minutes. If we assume an average distribution of the 720 customers over the twelve (12) hours our Facility is open, we would expect an average of 7 customers inside our facility at any given time.
- We expect an average of two (2) delivery per week during normal business hours. Deliveries will occur on Webster Street at the designated Loading zone. Per CCC regulations, deliveries will be randomized. A Ford Transit (or similar vehicle) will be used for transports and deliveries (Dimensions: 174-190" L x 72" W x 72").

Trip generation rates for the retail shop and dispensary were based on Land Use Code (LUC) 882 (Marijuana Dispensary). Trip Generation rates for the gallery were based on LUC 580 (Museum). However, the trips generated for the art gallery were insignificant and nor used since they were only 0.2 for the morning peak period, and 0.12 for the evening peak period.

The unadjusted vehicle trips calculated by the ITE trip generation rates were then converted into person trips using the 1995 National Personal Transportation Survey (NPTS) vehicle occupancy rate of 1.14 persons per vehicle. Table 3 summarized the total Site generated person trips (employees and visitors) for the daily, morning and evening peak hours.

Table 3 - Site Generated Trips

	Proposed Trips
Weekday Daily	893
Entering	447
Exiting	446
Weekday Midday Peak	74
Entering	39
Exiting	35
Weekday Evening Peak	106
Entering	53
Exiting	53

As illustrated in Table 3, approximately 893 net new daily person trips (447 trips in and 446 trips out) are expected to be generated by the Project, with 74 net new person trips (39 in and 35 out) during the Midday peak hour and 106 net new person trips (53 in and 53 out) during the PM peak hour.

Because the project is well situated to be accessed via different modes of transportation, at the request of the Town of Brookline, the Boston Transportation Department (BTD) mode split and distribution information for Zone 17 (Table 4), which covers the area closest to the Project location, was used to develop the proposed travel mode characteristics of the daily trips.

Table 4: Anticipated Travel Mode Characteristics

Time Period	Walking/Bicycle	Transit	Auto	Vehicle Occupancy
Weekday Daily				
	32%	13%	55%	1.14
Weekday AM Peak				
Enter	28%	16%	56%	1.14
Exit	37%	19%	44%	1.14
Weekday PM Peak				
Enter	37%	19%	44%	1.14
Exit	28%	16%	56%	1.14

6.2 Non-Auto Site Generated Trips

Using the values for the walking/bicycle and transit mode splits in Table 4 and applying them to the total site-generated person trips presented in Table 3, the non-auto site generated trips were developed, and are summarized in Table 5.

Table 5: Non-Auto Site-Generated Trips

Time Period	Walking/Bicycle Trips	Transit Trips	Total Non-Auto Trips
Weekday Daily			
Enter	143	58	201
Exit	143	58	201
Total	286	116	402
Weekday AM			
Enter	11	6	17
Exit	13	7	20
Total	24	13	37
Weekday PM			
Enter	20	10	30
Exit	15	9	24
Total	35	19	54

6.3 Auto Trips

The number of auto trips arriving and departing the site by auto was calculated by applying the auto mode split to the person trips. Since the local vehicle occupancy rate of 1.14 passengers per car was applied to the auto trips to calculate the number of vehicle trips to the site, the auto trips were reduced by the vehicle occupancy rate for the Site-generated auto trips. Table 6 summarizes the anticipated Site-generated auto trips for the Project.

Table 6: Anticipated Site-Generated Auto Trips

Project Auto Trips		
Time Period	Total Person Trips	Total Auto Trips
Weekday Daily		
Enter	246	216
Exit	245	216
Total	491	432
Weekday AM Peak		
Enter	22	19
Exit	15	13
Total	37	32
Weekday PM Peak		
Enter	23	20
Exit	29	25
Total	52	45

6.4 Trip Distribution and Assignment

The trips to/from the proposed retail shop and dispensary will be distributed and assigned based on the existing travel patterns and logical travel routes, which are based on the existing roadway network both within the Town of Brookline and the surrounding region. The Trip Distribution Percentages specific to the proposed retail shop and dispensary are shown in Figure 7.

The resultant trip assignment volumes for both the weekday midday and weekday evening peak hours were calculated by multiplying the trip distribution by the trip generation from Table 3 and are shown in Figure 8 for the weekday midday and the weekday evening peak hours.

6.5 Proposed 2025 Build Volumes

For the proposed retail shop and dispensary, the corresponding trip assignment volumes were balanced based on the proposed access and egress to the site and added to the 2025 No-Build Volumes to yield the 2025 Build Volumes. The 2025 Build Volumes for the proposed retail shop and dispensary are shown in Figure 8.

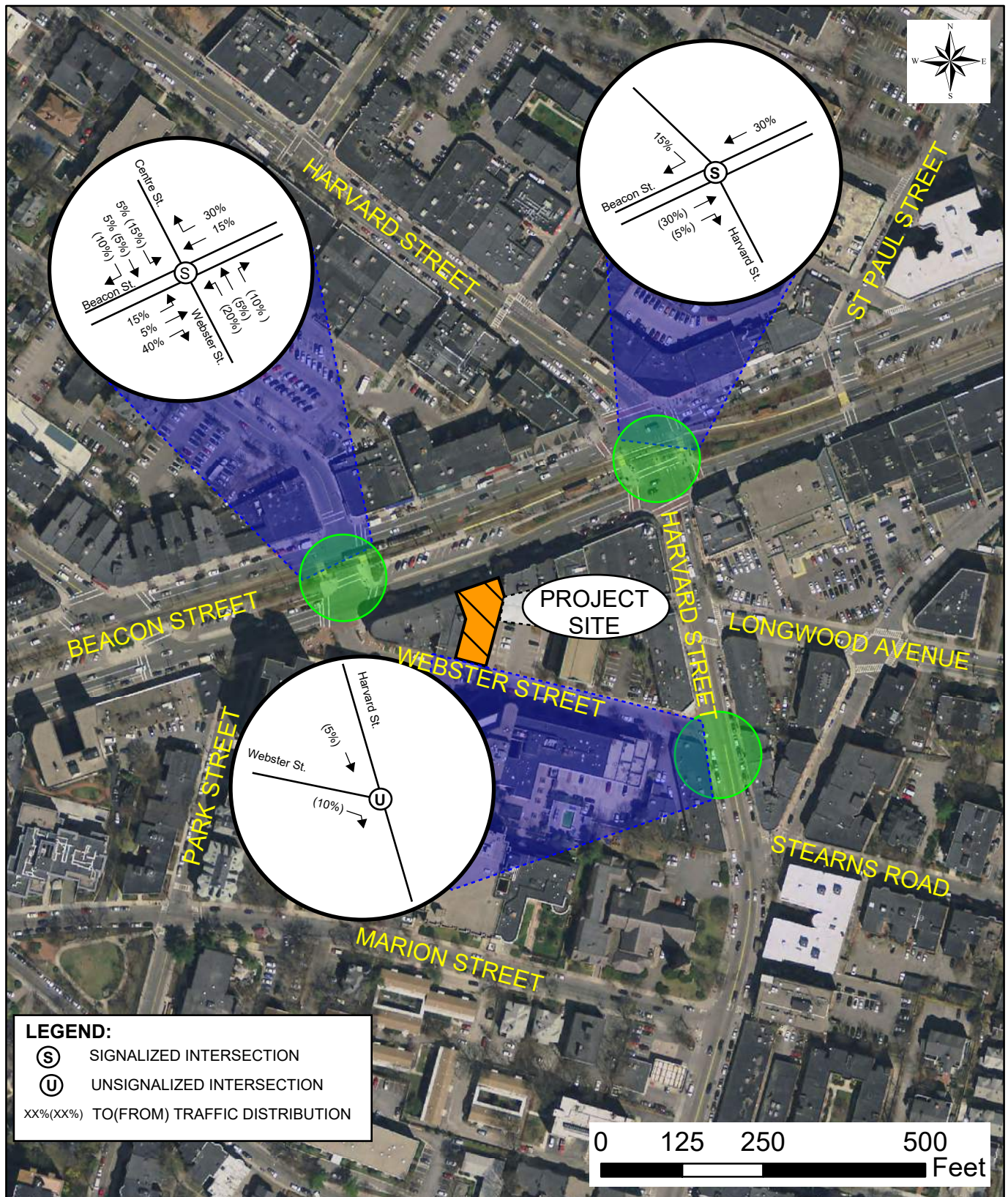


Figure 7: Trip Distribution
 1351 Beacon Street
 Brookline, Massachusetts

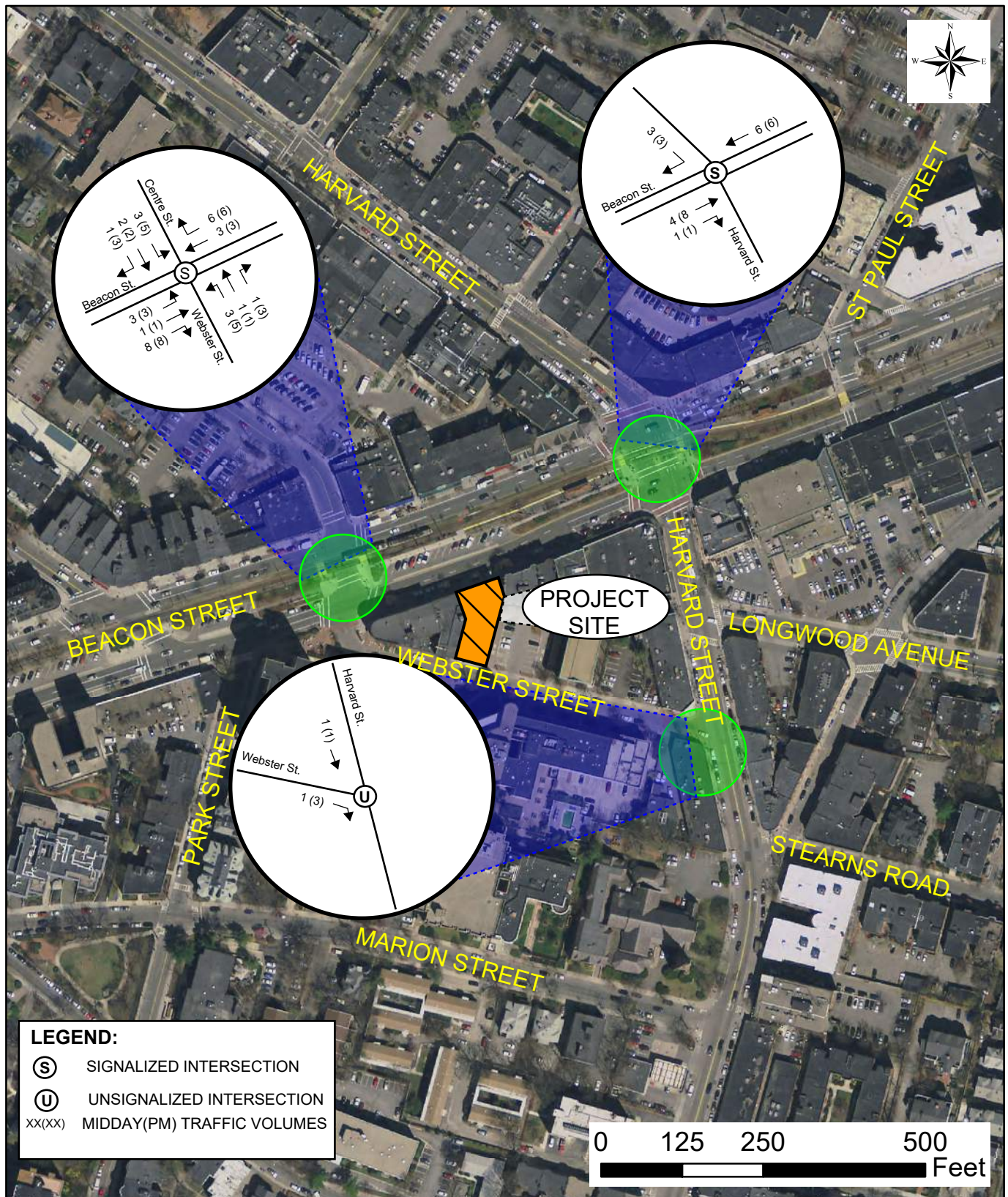


Figure 8: Trip Assignment
 1351 Beacon Street
 Brookline, Massachusetts

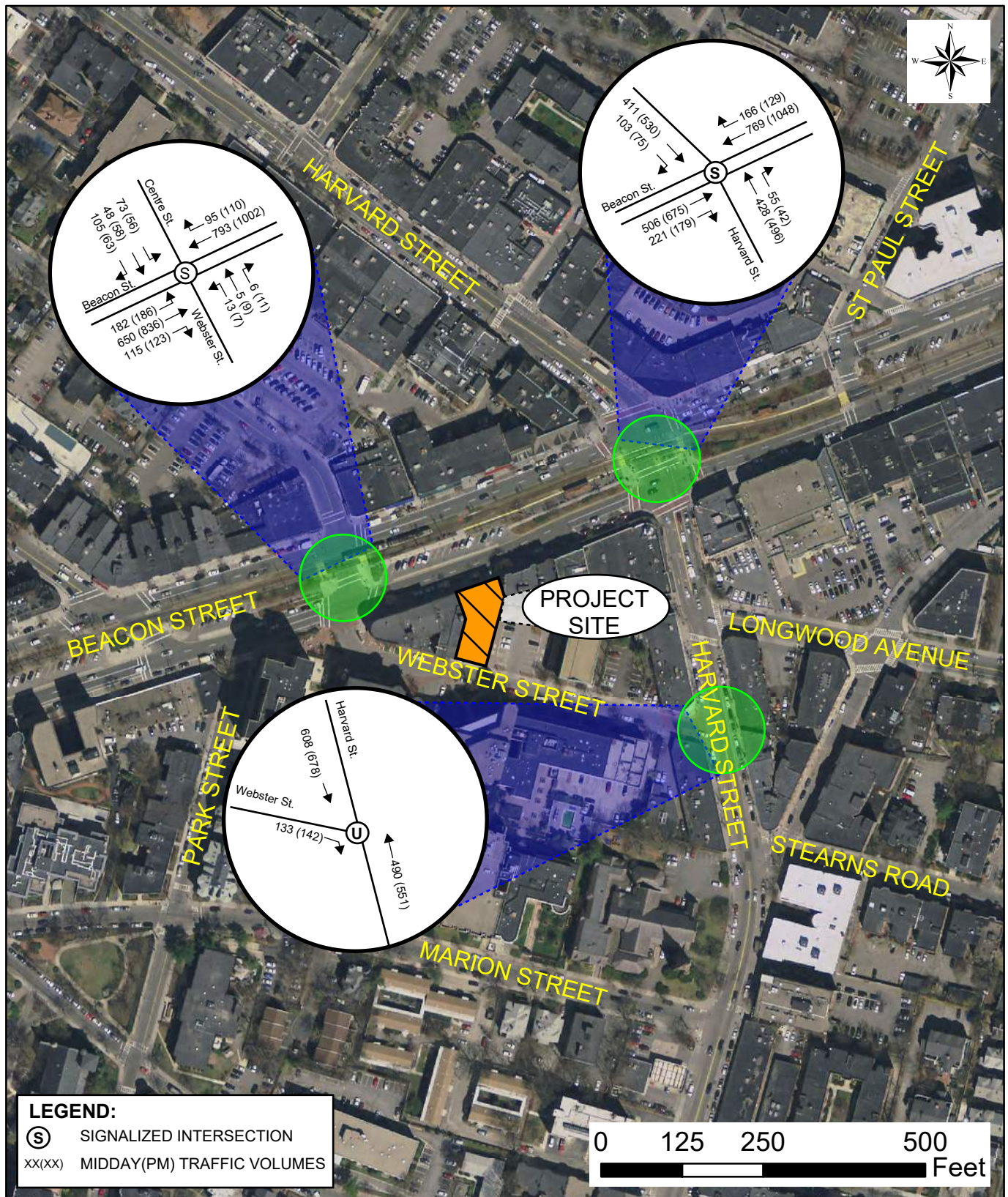


Figure 9: 2025 Future Volumes - Build
 1351 Beacon Street
 Brookline, Massachusetts

6.6 Parking Generation

Nitsch Engineering used the Institute of Transportation Engineers (ITE) publication Parking Generation Manual, 5th Edition to estimate the parking demand for the proposed development. Parking generation rates for the retail shop and dispensary were based on Land Use Code (LUC) 882 (Marijuana Dispensary). The calculated parking demand for approximately 3,100 square feet dispensary is 22 spaces.

As a comparison, Nitsch Engineering also calculated the parking spaces needed for the proposed dispensary based on the vehicular traffic forecasts developed above. As noted, the patron activity is expected to generate 19 vehicle visits during the midday, and 20 vehicle visits during the evening commuter peak hour. Based on SMI's operating experience and projections for the adult use market, a typical visit to a dispensary lasts approximately 10 minutes. Therefore, 19 trips over the course of an hour would generate a demand for approximately 4 parking spaces. During the afternoon commuter peak hour, the expected customer parking demand is also 4 parking spaces.

The total project related parking demand must also consider employee vehicles. SMI is proposing to hire locally and as a policy, will promote the use of alternative modes by employees. This policy will include:

- Subsidizing MBTA passes for employees,
- Subsidizing rideshare services; and
- Rewarding employees who walk and/or use bicycles for their commute.

To further discourage employees from driving to work, SMI will not be providing any employee parking, and/or parking subsidy to the employees.

6.7 Parking Adequacy

As shown in Table 1 - Parking Utilization (section 2.4), the three public parking facilities nearby can provide adequate parking (approximately 38 parking spaces) for the projected peak demand of 22 customer parking spaces. In addition, convenient on-street parking is also readily available to serve customer needs as well.

6.8 Proposed Bicycle Facilities

The Project will provide two secure bicycle storage spaces on-site as described below:

A bicycle storage room for 16 bicycles in the basement; and

A shared bike and trash storage room, that can store six bicycles on the first floor.

Both bike storage rooms will be accessed from Webster Street.

7 OPERATIONS ANALYSIS

7.1 Level of Service Criteria

A Level of Service (LOS) analysis is a quantitative assessment of traffic operations at an intersection. Nitsch Engineering conducted a LOS analysis at the study area intersections using the procedures outlined in the 2010 Highway Capacity Manual (HCM)¹. The intersections were analyzed using SYNCHRO Version 10 computer software, which conforms to MassDOT requirements. The HCM bases its LOS results on average delay experienced by vehicles at intersections. The HCM categorizes LOS by letters A through F, with LOS A representing minimum delays and good service, and LOS F representing significant delays and poor service. MassDOT considers, LOS A, B, C, and D as acceptable in urban/suburban areas, and LOS E and F as unacceptable. Table 7 shows the LOS criteria for signalized and un-signalized intersections.

Table 7 - Level of Service Conditions for Intersections

Signalized Intersections		Un-signalized Intersections	
Level of Service ¹	Stopped Delay per Vehicle ¹ (Seconds)	Level of Service ¹	Stopped Delay per Vehicle ¹ (Seconds)
A	0 to 10	A	0 to 10
B	>10 to 20	B	>10 to 15
C	>20 to 35	C	>15 to 25
D	>35 to 55	D	>25 to 35
E	>55 to 80	E	>35 to 50
F	Over 80	F	Over 50

¹Reference: 2010 Highway Capacity Manual, TRB

Nitsch Engineering analyzed the traffic operations at the study intersections based on the information provided by SMI and the traffic volumes obtained in October 2018. The Level of Service Summary for Existing, 2025 No-Build, and 2025 Build conditions are shown in Tables 8 through 10. The analysis worksheets are provided in the Appendix.

7.2 Capacity Analysis

Nitsch Engineering performed traffic analyses to evaluate traffic operations for the 2018 Existing Conditions, 2025 No-Build Conditions, and 2025 Build Conditions during the weekday morning and weekday afternoon peak hours at the study intersections. The analyses depict the volume-to-capacity (v/c) ratio, vehicle delay, LOS, and the 50th/95th percentile vehicle queues.

7.3 2018 Existing Capacity Analysis

Nitsch Engineering analyzed the 2018 Existing Conditions traffic operations at the study intersections based on the existing traffic counts performed by PDI in October 2018 and Nitsch Engineering in November 2018. The Level of Service Summary is shown in Table 8. The analysis worksheets are provided in Appendix A-4.

Table 8 - Level of Service Summary – Existing Conditions

LOCATION	DIRECTION / MOVEMENT ¹	WEEKDAY MIDDAY PEAK HOUR					WEEKDAY EVENING PEAK HOUR				
		V/C ²	DELAY ³	LOS ⁴	50th Q ⁵	95th Q ⁶	V/C ²	DELAY ³	LOS ⁴	50th Q ⁵	95th Q ⁶
Beacon Street at Harvard Street	Beacon St EB - T	0.30	9.8	A	58	56	0.40	9.4	A	50	62
	Beacon St EB - R	0.49	15.4	B	49	180	0.41	12.1	B	25	40
	Beacon St WB - T	0.45	17.5	B	164	230	0.62	20.7	C	244	352
	Beacon St WB - R	0.36	20.0	B	65	128	0.29	18.9	B	56	100
	Harvard St NB - TR	0.68	35.8	D	134	171	0.68	33.6	C	148	183
	Harvard St SB - TR	0.72	37.1	D	142	181	0.73	35.3	D	167	203
	<i>Overall</i>	<i>0.72</i>	<i>23.3</i>	<i>C</i>	-	-	<i>0.73</i>	<i>23.0</i>	<i>C</i>	-	-
Beacon Street at Webster Street and Centre Street	Beacon St EB - L	0.82	68.4	E	101	#217	0.82	68.5	E	103	#223
	Beacon St EB - TR	0.42	11.9	B	126	171	0.52	13.1	B	172	228
	Beacon St WB - TR	0.77	21.6	C	248	#78	0.96	36.3	D	350	#188
	Webster St NB - LTR	0.08	27.2	C	13	23	0.07	28.1	C	11	22
	Centre St SB - LTR	0.66	40.9	D	122	189	0.50	35.9	D	89	148
	<i>Overall</i>	<i>0.82</i>	<i>24.4</i>	<i>C</i>	-	-	<i>0.96</i>	<i>29.5</i>	<i>C</i>	-	-
Harvard Street at Webster Street	Webster St EB -R	0.14	9.5	A		12	0.15	9.5	A		13
	Harvard St NB - TR	0.15	0	A		0	0.16	0	A		
	Harvard St SB - TR	0.18	0	A		0	0.20	0	A		

¹SB = Southbound, EB = Eastbound, WB = Westbound, L = Left-turn, T = Through movement, R = Right-turn; ²Volume to Capacity Ratio; ³Vehicle Delay, measured in seconds; ⁴Level Of Service; ⁵50th Percentile Queue (in feet); ⁶95th Percentile Queue (in feet) based upon 22 feet per vehicle; # = 95th percentile volume exceeds capacity, queue may be longer; ~ = Volume exceeds capacity, queue is theoretically infinite

7.4 2025 No-Build Capacity Analysis

Nitsch Engineering analyzed the 2025 No-Build Conditions traffic operations at the study intersections. The 2025 No-Build Condition represents the 2018 Existing Conditions and projects a traffic increase at the rate of 1% per year between 2018 and 2025. The Level of Service Summary is shown in Table 9. The analysis worksheets are provided in Appendix A-4.

Table 9 - Level of Service Summary – 2025 No-Build Conditions

LOCATION	DIRECTION / MOVEMENT ¹	WEEKDAY MIDDAY PEAK HOUR					WEEKDAY EVENING PEAK HOUR				
		V/C ²	DELAY ³	LOS ⁴	50th Q ⁵	95th Q ⁶	V/C ²	DELAY ³	LOS ⁴	50th Q ⁵	95th Q ⁶
Beacon Street at Harvard Street	Beacon St EB - T	0.34	9.6	A	55	60	0.46	9.6	A	53	66
	Beacon St EB - R	0.57	17.8	B	46	235	0.47	12.9	B	27	43
	Beacon St WB - T	0.49	18.5	B	186	260	0.69	23.1	C	285	#403
	Beacon St WB - R	0.40	21.0	C	72	144	0.32	19.9	B	53	109
	Harvard St NB - TR	0.68	34.5	C	142	178	0.68	32.7	C	154	191
	Harvard St SB - TR	0.72	36.1	D	152	191	0.74	34.7	C	176	215
	<i>Overall</i>	<i>0.72</i>	<i>23.2</i>	<i>C</i>	-	-	<i>0.74</i>	<i>23.4</i>	<i>C</i>	-	-
Beacon Street at Webster Street and Centre Street	Beacon St EB - L	0.83	68.5	E	112	#242	0.83	67.4	E	114	#248
	Beacon St EB - TR	0.46	12.3	B	143	192	0.57	13.9	B	197	260
	Beacon St WB - TR	0.89	29.4	C	280	#396	1.12	85.3	F	~438	#541
	Webster St NB - LTR	0.06	26.7	C	9	27	0.05	27.7	C	9	27
	Centre St SB - LTR	0.67	41.4	D	126	199	0.50	35.9	D	91	154
	<i>Overall</i>	<i>0.89</i>	<i>27.8</i>	<i>C</i>	-	-	<i>1.12</i>	<i>52.1</i>	<i>D</i>	-	-
Harvard Street at Webster Street	Webster St EB -R	0.16	9.6	A		14	0.16	9.6	A		15
	Harvard St NB - TR	0.16	0	A		0	0.18	0	A		0
	Harvard St SB - TR	0.19	0	A		0	0.22	0	A		0

¹SB = Southbound, EB = Eastbound, WB = Westbound, L = Left-turn, T = Through movement, R = Right-turn; ²Volume to Capacity Ratio; ³Vehicle Delay, measured in seconds; ⁴Level Of Service; ⁵50th Percentile Queue (in feet); ⁶95th Percentile Queue (in feet) based upon 22 feet per vehicle; # = 95th percentile volume exceeds capacity, queue may be longer; ~ = Volume exceeds capacity, queue is theoretically infinite

7.5 2025 Build Capacity Analysis

Nitsch Engineering analyzed the 2025 Build Conditions traffic operations at the study intersections for the proposed facility. The 2025 Build Conditions represents the 2025 No-Build Conditions traffic volumes with the proposed volumes. The Level of Service Summary is shown in Table 10. The analysis worksheets are provided in Appendix A-4.

Table 10 - Level of Service Summary – 2025 Build Conditions

LOCATION	DIRECTION / MOVEMENT ¹	WEEKDAY MIDDAY PEAK HOUR					WEEKDAY EVENING PEAK HOUR				
		V/C ²	DELAY ³	LOS ⁴	50th Q ⁵	95th Q ⁶	V/C ²	DELAY ³	LOS ⁴	50th Q ⁵	95th Q ⁶
Beacon Street at Harvard Street	Beacon St EB - T	0.34	8.3	A	55	60	0.47	10.2	B	60	74
	Beacon St EB - R	0.57	14.9	B	46	#236	0.47	13.6	B	30	59
	Beacon St WB - T	0.50	14.5	B	189	262	0.69	23.3	C	288	#410
	Beacon St WB - R	0.40	16.6	C	73	144	0.32	19.9	B	53	109
	Harvard St NB - TR	0.67	34.3	C	141	178	0.68	32.5	C	154	191
	Harvard St SB - TR	0.72	36.0	D	153	192	0.74	34.7	C	177	216
	<i>Overall</i>	<i>0.72</i>	<i>23.2</i>	<i>C</i>	-	-	<i>0.74</i>	<i>23.5</i>	<i>C</i>	-	-
Beacon Street at Webster Street and Centre Street	Beacon St EB - L	0.83	67.7	E	114	#247	0.82	66.6	E	116	#253
	Beacon St EB - TR	0.47	12.5	B	146	196	0.58	14.1	B	201	265
	Beacon St WB - TR	0.91	31.4	C	283	#401	1.14	94.3	F	~445	#548
	Webster St NB - LTR	0.08	26.9	C	12	32	0.14	28.8	C	22	49
	Centre St SB - LTR	0.69	42.1	D	130	205	0.53	36.7	D	97	160
	<i>Overall</i>	<i>0.91</i>	<i>28.7</i>	<i>C</i>	-	-	<i>1.14</i>	<i>55.9</i>	<i>E</i>	-	-
Harvard Street at Webster Street	Webster St EB -R	0.16	9.7	A		14	0.17	9.7	A		15
	Harvard St NB - TR	0.16	0	A		0	0.18	0	A		0
	Harvard St SB - TR	0.19	0	A		0	0.22	0	A		0

¹SB = Southbound, EB = Eastbound, WB = Westbound, L = Left-turn, T = Through movement, R = Right-turn; ²Volume to Capacity Ratio; ³Vehicle Delay, measured in seconds; ⁴Level Of Service; ⁵50th Percentile Queue (in feet); ⁶95th Percentile Queue (in feet) based upon 22 feet per vehicle; # = 95th percentile volume exceeds capacity, queue may be longer; ~ = Volume exceeds capacity, queue is theoretically infinite

The result comparison of the future 2025 No-Build and 2025 Build conditions are shown in Table 11.

Table 11 - Level of Service Summary – 2025 No-Build vs. 2025 Build Conditions

MIDDAY						
	No-Build			Build		
Intersection	LOS	Delay	v/c	LOS	Delay	v/c
Beacon St.t at Harvard St.	C	23.2	0.72	C	23.2	0.72
Beacon St EB - T	A	9.6	0.34	A	8.3	0.34
Beacon St EB - R	B	17.8	0.57	B	14.9	0.57
Beacon St WB - T	B	18.5	0.49	B	14.5	0.50
Beacon St WB - R	C	21.0	0.40	C	16.6	0.40
Harvard St NB - TR	C	34.5	0.68	C	34.3	0.67
Harvard St SB - TR	D	36.1	0.72	D	36.0	0.72
Beacon St. at Webster/Centre St	C	27.8	0.89	C	28.7	0.91
Beacon St EB - L	E	68.5	0.83	E	67.7	0.83
Beacon St EB - TR	B	12.3	0.46	B	12.5	0.47
Beacon St WB - TR	C	29.4	0.89	C	31.4	0.91
Webster St NB - LTR	C	26.7	0.06	C	26.9	0.08
Centre St SB - LTR	D	41.4	0.67	D	42.1	0.69
Harvard St. at Webster St.						
Webster St EB -R	A	9.6	0.16	A	9.7	0.16
Harvard St NB - TR	A	0	0.16	A	0	0.16
Harvard St SB - TR	A	0	0.19	A	0	0.19
Evening						
	No-Build			Build		
Intersection	LOS	Delay	v/c	LOS	Delay	v/c
Beacon St.t at Harvard St.	C	23.4	0.74	C	23.5	0.74
Beacon St EB - T	A	9.6	0.46	B	10.2	0.47
Beacon St EB - R	B	12.9	0.47	B	13.6	0.47
Beacon St WB - T	C	23.1	0.69	C	23.3	0.69
Beacon St WB - R	B	19.9	0.32	B	19.9	0.32
Harvard St NB - TR	C	32.7	0.68	C	32.5	0.68
Harvard St SB - TR	C	34.7	0.74	C	34.7	0.74
Beacon St. at Webster/Centre St	D	52.1	1.12	E	55.9	1.14
Beacon St EB - L	E	67.4	0.83	E	66.6	0.82
Beacon St EB - TR	B	13.9	0.57	B	14.1	0.58
Beacon St WB - TR	F	85.3	1.12	F	94.3	1.14
Webster St NB - LTR	C	27.7	0.05	C	28.8	0.14
Centre St SB - LTR	D	35.9	0.50	D	36.7	0.53
Harvard St. at Webster St.						
Webster St EB -R	A	9.6	0.16	A	9.7	0.17
Harvard St NB - TR	A	0	0.18	A	0	0.18
Harvard St SB - TR	A	0	0.22	A	0	0.22

8 CONCLUSIONS AND MTIGATION

8.1 Conclusions

Nitsch Engineering has been retained by Sanctuary Medicinals, Inc. to prepare a preliminary assessment of traffic operations associated with the proposed 9,293 square-foot facility to house a 3,100 square-foot Marijuana Retailer. The proposed facility is located at 1351 Beacon Street in Brookline, Massachusetts.

We examined the build condition with respect to the projected employees and customers at the proposed Facility in Brookline. This would result in an increase in traffic volumes within the study area during the weekday midday peak and weekday afternoon peak hours, totaling approximately 32 additional trips (19 entering and 13 exiting) during the weekday midday peak hour, and approximately 45 additional trips (20 entering and 25 exiting) during the weekday afternoon peak hour.

Based on the capacity analysis for the proposed facility, traffic operations at the intersections of Beacon Street at Harvard Street and Beacon Street at Webster Street will remain at acceptable LOS (at LOS D or better). Therefore, it is expected that the traffic volumes from the proposed Facility will have a minimal to negligible impact on traffic operations at these intersections.

8.2 Mitigation

As noted above, project related traffic impacts are nominal, and the roadway system has adequate capacity to readily absorb the anticipated project-related traffic increases. Consequently, no traffic mitigation measures appear warranted. Similarly, the public parking utilization study indicates that there is adequate parking capacity in the public parking lots and on-street parking to accommodate project-related customer parking demands.



Marijuana Courier and Delivery

Frequently Asked Questions

What hours are delivery prohibited?

The Cannabis Control Commission states that deliveries shall not occur between the hours of 9:00 p.m. and 8:00 a.m. unless explicitly allowed by a city or town's bylaw or ordinance.

Who can receive deliveries?

Consumers 21 years or older can receive deliveries for adult-use marijuana and marijuana products. Consumers must be pre-verified before filling the order by providing the government-issued identification card that will be used at the time of delivery. Please note that deliveries to college or university-designated dormitories or housing; and federal public housing identified at <https://resources.hud.gov/> are prohibited.

How much product can consumers get delivered?

The Cannabis Control Commission limits the amount of product a consumer can purchase per day. Consumers are limited to one ounce of marijuana or its combined dry weight equivalent in marijuana concentrate or edible marijuana products per day. One ounce of marijuana flower is considered equivalent to five grams of active THC in marijuana concentrate including, but not limited to, tinctures. One ounce of marijuana flower is considered equivalent to 500 milligrams of active THC in edible marijuana products.

How many registered agents must be in the vehicle when performing deliveries?

Two registered agents are required to be in the delivery vehicle when performing home deliveries. At least one registered agent is required to remain in the vehicle. Please note that the agent engaged in delivery must have on their person an operational body camera during all times that the Marijuana Establishment Agent is outside of the delivery vehicle for the purpose of transacting a delivery.

Can Marijuana Couriers “stack” deliveries within one trip?

Yes, Marijuana Couriers are permitted to obtain marijuana from multiple Marijuana Retailers and MTCs to deliver to consumers, patients, and caregivers. The maximum retail value of marijuana and marijuana product in the vehicle at one time is limited to \$10,000.



Does a Delivery licensee have to use its own drivers, or can it use the Marijuana Retailer's drivers?

The drivers performing deliveries on behalf of a Courier license must be active registered agents and employees of the Courier.

Can a Marijuana Courier store or warehouse marijuana or marijuana products?

No. the Marijuana Courier must return all undeliverable or refused products to the originating Retailer once all deliveries have been made.

When a Marijuana Courier has completed all deliveries for the day, and does not need to return marijuana and marijuana product to another Marijuana Establishment, can the delivery agent return the vehicle to the principal place of business or an off-site location?

Yes, the Marijuana Courier may allow its agents to return the delivery vehicle to the principal place of business or an off-site location if this location complies with local bylaws or ordinances. The delivery log required to be maintained should track the vehicle's mileage when the vehicle leaves the Marijuana Retailer, each time it arrives at a consumer's residence, when it returns to the Marijuana Retailer, principal place of business, or an off-site location as permitted. A notation should be made indicating the return trip was to this final location.

Is the Marijuana Courier required to pay the taxes on marijuana and marijuana products delivered to consumers?

No. The Marijuana Retailer is required to pay the state excise tax, the state sales tax, and any applicable local option tax on the products delivered to consumers.

For more information, please check out the Cannabis Control Commission's FAQ page: <https://masscannabiscontrol.com/applicants-licensees/frequently-asked-questions/#delivery>



Planning Board

(as of June 18, 2021)

MEMBERS:

Steven Heikin, Chair.....Term expires 2020

Linda Hamlin.....Term expires 2023

Robert Cook.....Term expires 2022

Mark J. Zarrillo.....Term expires 2022

Blair Hines.....Term expires 2019

Matthew Oudens.....Term expires 2019

VACANCY.....Term expires 2021

PLANNING BOARD APPOINTMENTS ARE 5 YEAR TERM

Shelly Chipimo interview for appointment 5/25/21

David Deininger interviews for appointment 5/25/21

Steve Heikin interviews for reappointment 6/22/21

Matthew Oudens waiting on interview availability

Blair Hines waiting on interview availability

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 8/3/2020 3:52 PM

To: Devon Williams <dwilliams@brooklinema.gov>

Committee Reappointment Interest Form

Date	8/3/2020
Name	Steven A Heikin
Street Address	[REDACTED]
Zip	[REDACTED]
Preferred Phone #	[REDACTED]
Committee you are a member of?	Planning Board; Chair since Fall 2018
List of accomplishments in the last 3 years.	Ongoing review of Special Permit, Variance, facade improvement, and signage projects; Planning Board designee to HAB; development of guidelines for Planning Board Review of Deadrick projects; member of Newbury Zoning Committee and Architectural Subcommittee; member of Joint Planning Board/Preservation Commission Beacon Street Design Guidelines Subcommittee; member of Pierce School Building committee; chair of numerous DATs. Recently named Trustee of Brookline Community Foundation; chair of BCF Building Committee.
Future Goals	Proactive involvement in updating zoning in commercial districts and transit corridors to encourage mixed-use development and more affordable and multifamily housing; -- per recommendations of Housing Production Plan; considering implementing linkage program in Brookline; addressing fossil-fuel free goals of WA 21 in a legally acceptable form.
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

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Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 5/5/2021 11:31 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Shelly Chipimo
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
[REDACTED] specific Board/Commission?	Brookline Planning Board
What type of experience can you offer this Board/Commission?	I am a highly motivated individual who enjoys working with other people. I have been given opportunities to spearhead some major organizational changes that helped me learn how to advocate for myself as a minority and a woman, as well as for my colleagues. I had to effectively communicate with diverse groups of people and navigate difficult topics in a constructive way that would help implement concrete solutions to a complex problem. If selected to serve on the Brookline Planning Board, I would bring strong leadership & interpersonal skills to the table, as well as design expertise which I plan to continue building on, especially after recently completing my Architect Registration Exams. It would be a privilege to bring my knowledge and expertise to the Planning Board to strengthen the board's goals & objectives.
What type of issue would you like to see this Board/Commission address?	Advocate for more inclusion and equity in the architectural profession
Are you involved in any other Town activities?	No
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME,	Field not completed.

NEWSPAPER, MAGAZINE,
OR JOURNAL ARTICLE,
ETC.)

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Project Manager Profile

Dedicated and motivated individual, with Project Management certification & hands-on experience in designing / renovating buildings. Expert in managing diverse projects of varying scales, including programming studies, complex renovations to historic buildings, and institutional projects. Ability to build, lead, and train cross-functional teams. Possess advanced knowledge of various software, including Microsoft Office Suite, InDesign, Photoshop Illustrator, Lightroom, BIM, REVIT, Rhino, and AutoCAD, Microsoft Project.

Areas of Expertise

- Project Management
- Interior Design Development
- Strategic Analysis & Planning
- Mentorship
- Team Collaboration
- Issue & Problem Resolution
- Risk Assessment & Mitigation
- Course Design/Facilitation
- Effective Communication

EDUCATION

GRADUATE CERTIFICATE, PROJECT MANAGEMENT | Northeastern University, Boston, MA, April 2021

MASTER OF ARCHITECTURE | Northeastern University, Boston, MA, 2019

BACHELOR OF SCIENCE, ARCHITECTURE | Northeastern University, Boston, MA, 2018

HIGH SCHOOL DIPLOMA & INTERNATIONAL BACCALAUREATE DIPLOMA | George School, Newtown, PA, 2013

EXPERIENCE HIGHLIGHTS

UTILE, Boston, MA, JAN 2019 to Present

ARCHITECTURAL DESIGNER

Historic Preservation: *United South End Settlements, South End Boston* | 42,000 SF

- Collaborated with Utile, the USES leadership team, staff, teachers, program participants, and parents of program participants to understand the organization's spatial and programming needs.
- Assisted the PM in facilitating the approvals process for USES with South End Landmark District Commission, as well as applications for state and federal historic rehabilitation tax credits to assist in the financing of the project.
- Developed classroom designs for infant, toddler, and teens that satisfied EEOST requirements. Worked with ECE consultant to prepare documents needed to submit for EEOST grant funding.
- Developed and packaged the final design schemes which USES used for their fundraising campaign.

Interior Design: *Troy Apartments, Boston* | 7,000 SF

- Served as the project designer in rethinking two building lobbies as well as the consolidation of two smaller fitness rooms into one centralized fitness amenity and the refresh of furniture and finishes throughout the amenity spaces. Oversaw the design from conceptualization to completion under the supervision of the project architect.
- Successfully delivered the project on time and on budget; drawings were recently used by Utile in a project proposal package.

Programming: *Upham's Library Feasibility Study* | 17,500 SF

- Assisted with the proposal development & participated in interviews for a feasibility study with the City of Boston for a new branch library.
- Evaluated partnering with a developer for a library fit out and mixed-use building, analyzed how sharing building costs

with a developer could benefit the client.

- Prepared draft program documents intended to be a working roadmap for subsequent design of the branch suitable for multiple locations. Compiled final documents into a print booklet for the City of Boston.

Commercial: *Corporate Office Tower, Cambridge, MA | 375,000 SF*

- Collaborated with architects, engineers, consultants, and a developer using BIM to develop construction documents.
- Worked directly with clients & consultants using an integrated design approach. Participated in weekly OAC meetings to develop strategies for “return-to-office” (RTO) in a post Covid-19 environment.

Educational: *The Possible Project, Boston, MA | 37,000 SF*

- Developed design concepts for a non-profit client looking expand its after school programming in Boston through an innovation center & maker space.
- Collaboratively worked on all aspects of the project from SD-DD with a focus on producing the graphic materials, technical drawings, renderings, and 3D models, as well as researching material options. Assisted the PM with FF&E procurement. Prepared presentations with design revisions and participated in bi-weekly meetings with the client.

WILLIAM RAWN ASSOCIATES, Boston, MA, 2015 to 2018

ARCHITECTURAL DESIGNER

Acted as a model maker and designer several times over the course of undergraduate studies.

- Improved overall experience of clients in model making.
- Worked directly with the project managers & firm principals to develop concepts & prepare models needed for interviews. Models were successful in securing many jobs & principals were satisfied with the quality of work produced.
- Managed interns & assisted with training of new model makers.

Schools, Colleges & Universities: *Klarman Hall-Harvard Business School; Hoover Institute- Stanford University; Duke Hollows; Johns Hopkins School of Nursing; Brookline High School*

Libraries: *Boston Public Library (Boylston) Renovations*

*Additional experience as **Teacher’s Assistant** at NORTHEASTERN UNIVERISTY and **Open House Dublin Volunteer** at IRISH ARCHITECTURAL FOUNDATION*

PUBLICATIONS/PRESS

[Meet My Mutual Podcast, A Seat at the Table with Shelly Chipimo, 2021](#)

- Interviewed by a woman-led podcast where I touched on a number of critical issues on my journey as a well-educated, young black woman trying to build a successful career in the United States, all the while not forgetting to enjoy life along the way.

[Cover of Boston Society of Landscape Architect's 2020 Fieldbook.](#)

- Recognized as a Rising Voice in the Design Profession for my leadership in spearheading major organizational changes & my advocacy for improving inclusion and equity in the architectural profession.

[Alumni Profile by Northeastern University, College of Arts, Media, and Design, 2019](#)

- Recognized for my passion for impactful projects & advocacy for underrepresented groups within the Architecture profession.
- Recognized for my master's thesis research on improving security & safety in schools, a topic of growing national concern amid the recent increase in mass shootings in the United States.

[Safety & The School](#), published by Northeastern University School of Architecture, 2019

- Master's thesis proposal based on speculative design thinking done during the Fall 2018 Graduate Research Studio. The thesis proposes a new prototype for the school with a total open classroom environment that spills out into an outdoor workspace, arguing that traditional classroom design makes students more vulnerable because it creates a captive audience behind closed doors. The prototype balances the educational priorities, common bonds, sense of purpose & shared understanding of community values & leverages this knowledge to create a greater & safer learning environment for students.

[Security, Authority & Power](#), published by Northeastern University School of Architecture, 2018

- Synthesis of the research, collaborative class discussions, and speculative design thinking done during the 2018 Graduate Research Studio at Northeastern University on security regimes and their impact on spatial and social hierarchies.

[The Georgian, Winter 2018 issue](#), official Publication of George School

- Recognized as a successful International Baccalaureate (IB) Diploma recipient & IB Change Maker.

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 5/5/2021 10:28 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	David H Deininger, AIA
Address	[REDACTED]
[REDACTED]	[REDACTED]
Work Phone	[REDACTED]
Email	[REDACTED]
Application for specific Board/Commission?	Planning Board
What type of experience can you offer this Board/Commission?	I have been a registered architect in MA since 1986. I have a specialty in healthcare planning. After almost 30 years in leadership at TRO in Boston, in 2011 I started my own business as a healthcare facility master planning consultant. I have experience in all aspects of the regulatory planning, design, and construction process.
What type of issue would you like to see this Board/Commission address?	The continued sustainable development and growth of the Town for all current and future residents.
Are you involved in any other Town activities?	No.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	I am self-employed and in control of my schedule.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Deininger David Resume 2013 (2).doc

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David H. Deininger AIA, LEED AP, EMHL

p [REDACTED]
e [REDACTED]
li [REDACTED]

Overview

Insightful, focused, pragmatic healthcare architect seeks consulting opportunities to collaborate on facility master planning and conceptual building development projects. Recognizes that the continuing regulatory turbulence has ushered in a new landscape for healthcare institutions to navigate requiring innovative responses, sustainable solutions, and new business models. Thrives on partnership and provides the right expertise to complement your assembled team. As a national thought leader for healthcare master planning, has been on the leading edge of professionals advocating for a multidisciplinary approach which integrates strategy, facilities, operations, and finance. Has a proven track record and seasoned ability to analyze information, identify project goals, present multiple future scenarios, and then craft a long range vision which establishes a flexible framework for successful facility redevelopment.

Experience

2dplanning 2011 – Present
141 Salisbury Road
Brookline, MA 02445

- **Healthcare Facility Master Planning Consultant**

TRO Jung|Brannen (now the SmithGroup) 1982 – 2011
22 Boston Wharf Road
Boston, MA 02210
(TRO | The Ritchie Organization from 1982 – 2006)

- **Principal, Healthcare Master Planning** 2000 – 2011
Established and built successful national master planning service line
Created integrated, multidisciplinary master planning process
Bridged the gap between master planning and building project development
- **Board of Directors** 2000 – 2011
Helped restructure the firm's internal governance
Directed the firm's positioning/branding strategy
Designed and implemented the TRO Jung|Brannen 1909 – 2009 monograph
- **Director of Planning** 1990 – 2000
Developed the firm's planning and design philosophy: The Hospital Reassembled
Established and directed the use of clinical planning prototypes
Created the Building Integration Diagram (BID) to assist with system coordination

Education

2016 Executive Baldrige Fellow

Brown University
Executive Master of Healthcare
Leadership

Boston Architectural College
Bachelor of Architecture

Ohio Wesleyan University
Bachelor of Arts/American History



Client Engagements

Charrette Master Planning: to address needs within an accelerated schedule

2020: Cobleskill Regional Hospital, Cobleskill, NY; OR, beds, Clinics
2020: Memorial Hospital & Manor, Bainbridge, GA; Acute Care, beds
2020: Springhill Medical Center, Springhill, LA; ED, beds, Ambulatory
2020: Franklin Memorial Hospital, Farmington, ME; ED, bed replacement
2020: DeSoto Regional Medical Center, Mansfield, LA; Ambulatory, beds
2020: Stillwater Medical Center, Stillwater, OK; ED, Lab, bed replacement
2020: Daniels Memorial, Scobey, MT; Ambulatory, Acute care core
2019: Allegiance Health, Jackson, MI; Ambulatory, campus redevelopment
2019: Fort Healthcare, Fort Atkinson, WI; Ambulatory
2019: Campbell County Health, Gillette, WY; Ambulatory
2019: Madison Valley Medical Center, Ennis, MT; Ambulatory, OR
2018: O'Connor Hospital, Delhi, NY; Ambulatory
2018: Mobridge Regional Medical Center, Mobridge, SD; Hospital replacement study
2018: Boone County Health Center, Albion, NE; Ambulatory
2017: Allen Parish Community Health, Kinder, LA; Ambulatory
2017: Alice Hyde Medical Center, Malone, NY; Ambulatory, Beds
2017: Sampson Regional Medical Center, Clinton, NC; Hospital replacement study
2016: Southwestern Vermont Medical Center, Bennington, VT; Ambulatory
2016: Rio Grande Hospital, Del Norte, CO; Ambulatory
2015: St. Charles Regional Medical Center, Bend, OR; Master Plan refresh
2015: Mercy Hospital, Portland, ME; Peer review of current planning
2015: Riverland Medical Center, Ferriday, LA; Hospital replacement study
2015: Rideout Health, Yuba City, CA; Ambulatory, Beds
2015: Columbia County Health, Dayton, WA; Operational planning study
2015: Fairview Hospital, Great Barrington, MA; Peer review of current planning
2014: North Adams Hospital, North Adams, MA; Re-purpose for ambulatory
2014: Memorial Hospital, Douglas, WY; Emergency
2014: Evergreen Health, Kirkland, WA; Conceptual planning: OR, Imaging, CSS, Lab
2013: Evergreen Health, Kirkland, WA; Beds, OR, Imaging, Support
2013: The Valley Hospital, Ridgewood, NJ; Hospital replacement study
2012: Allegiance Health, Jackson, MI; M/S Beds, Wayfinding, Parking
2012: St. Luke's Warren, Phillipsburg, NJ; ICU Beds, Surgery
2011: St. Charles Regional Medical Center, Bend, OR; ICU Beds
2011: Kootenai Hospital, Coeur d'Alene, ID; Emergency

Master Planning: involving multi-campus, national, and international facilities

2010: Al Sabah Medical District, Kuwait; Four new 600 bed hospitals
2009: Teng Tock Seng Hospital, Singapore; New multi-use 32 hectare medical district
2007: Southcoast Health System, New Bedford, MA; Integration of three inpatient sites
2005: New Britain General Hospital, New Britain, CT; Inpatient and ambulatory zones
2005: Baptist Health System, Birmingham, AL; Four hospital assessment
2003: Hospital of Saint Raphael, New Haven, CT; 511 bed academic medical center
2002: Samaritan Hospital, Troy, NY; Phased campus redevelopment
2002: Ochsner Clinic Foundation, New Orleans, LA; New heart and vascular institute
2001: Beth Israel Deaconess Medical Center, Boston, MA; Institutional master plan

Professional Organizations

American Institute of Architects
Boston Society of Architects
Cornell Institute for Healthy Futures
Industry Scholar
Lown Institute
Finance Committee
Strategic Content Contributor
Study Group Facilitator

Registration

Registered Architect
Massachusetts #6563

LEED Accredited Professional



Legacy Relationships: involving long term, phased campus transformation
2007 – 2011: Lawrence and Memorial Hospital, New London, CT; PH1: Cancer
2005 – 2011: The Valley Hospital, Ridgewood, NJ; PH1: Patient Care Tower
2004 – 2007: Cape Cod Hospital, Hyannis, MA; PH1: Patient Care Building
2004 – 2008: Heywood Hospital, Gardner, MA; PH1: ED/Beds
2003 – 2011: Maine General Medical Center: Cancer, Replacement Hospital
2003 – 2011: Albany Medical Center, Albany, NY; PH1: Patient Care Tower
2002 – 2009: Caritas St Elizabeth's Medical Center, Boston, MA; PH1: ED
2002 – 2006: Concord Hospital, Concord, NH; PH1: Cancer
1997 – 2005: York Hospital, York, PA; PH1: Energy Plant, PH2: Patient Care Tower
1996 – 2011: Newton Wellesley Hospital, Newton, MA; PH1: OR, PH2: ED,
PH3: Cancer
1992 – 2011: South Shore Hospital, Weymouth, MA; PH1: ED/OR, PH 2: Cancer
1998 – 2003: Stamford Health System, Stamford, CT; PH1: Ambulatory, PH2: OB/ICU
1994 – 1997: Milford Hospital, Milford, CT; PH1: ED/OR/ICU/Beds
1990 – 2011: Saint Francis Hospital, Hartford, CT; PH1: Cancer, PH2:
PCT I, PH3: PCT II

Academic Speaking Engagements

Brown University

Executive Master of Healthcare Leadership
Course: Strategic Planning
Lecture: "Translating Strategy into Facility Solutions"
Teacher: Professor Chait
Dates: August 12, 2015, August 19, 2016, January 19, 2017

Cornell University

Design & Environmental Analysis
Course: Health & Healing Studio
Lecture: "Ambulatory Care 101"
Teacher: Professor Shepley
Date: February 21, 2018

Design & Environmental Analysis
Course: Design Accountability
Lecture: "Understanding the Client's Real Problem"
Teacher: Professor Shepley
Date: February 7, 2019

Design & Environmental Analysis
Course: Healthcare Innovations
Student design reviews
Teacher: Professor Zadeh
Dates: February 23, 2018, February 7, 2019



Cornell Institute for Healthy Futures
Course: Health, Hospitality, and Design Industry Seminar
Lecture: "Multi-disciplinary Decision Making"
Teacher: Professor Shepley
Dates: February 23, 2018, February 8, 2019

Sloan Program in Health Administration
Course: Fundamentals in Health Facilities Planning
Lecture: "Making Great Facility Decisions"
Teacher: Professor Hollis
Date: February 9, 2019, February 8, 2020

Suffolk University
Healthcare Administration
Course: Healthcare Operations Management
Lecture: "Multi-disciplinary Approach to Healthcare Facility Planning"
Teacher: Professor Al-Amin
Dates: November 28, 2017, March 20, 2018

Tufts University
Course: Healthcare Policy
Lecture: "Healthcare Facility Planning and Design"
Teacher: Professor Bentkover
Date: March 28, 2019, October 31, 2019

Yale University
School of Architecture
Course: Technology and Practice
Lecture: "Alternative Compensation Models"
Teacher: Professor Bernstein
Date: March 27, 2019

Conference Speaking Engagements

BSA Healthcare Committee
Strategic Facility Master Planning
March, 2012

The Center for Healthcare Design
Sustainable Planning for the New Normal: "It's Much More Than LEED"
November, 2011

Healthcare Facilities Symposium & Expo
Strategic Facility Planning: One Hospital's Response to Healthcare Reform
September, 2011

**ACI 5th National Conference**

The Emergency Department of the Future
ED Design Challenges: The 24/7 Environment
October, 2010

Planning, Design and Construction/American Society of Healthcare Engineering

Linking Strategy, Finance and Facilities:
Five Tool Groups for Master Planning Success
March, 2009

Society for Marketing Professional Services

Survival of the Community Hospital
April, 2007

American College of Healthcare Executives

Healthcare Strategic Master Planning; Strategy, Finances & Facilities
March, 2007

Build Boston

Healthcare Master Planning
November, 2005

ACI

Planning for Your Hospital's Future
October, 2003

Emergency Department in 3 Dimensions

Various times and venues during 2000/2001

Writing Engagements

Edited

"The Need for a Grand Strategy for America's Health"
By Vikas Saini, MD and Shannon Brownlee, MSc
Lown Institute 2019

Author of book chapter

"Transforming the Facility Master Planning Process:
How to Manage Risk in Times of Uncertainty"
Leading Strategic Change in an Era of Healthcare Transformation
Editors: Austin, J., Bentkover, J., & Chait, L.
Springer 2016

[References upon request](#)



Age-Friendly Cities Committee (As of 6/21/21)

MEMBERS:

Ruthann Dobek, Co-Chair

Vacancy, Co-Chair

Saralynn Allaire

Lloyd Gellineau, Chief Diversity Officer

Shirley Selhub

Roberta Winitzer

Matthew Weiss

Henry Winkelman

John VanScoyoc, Select Board Member

Carol Caro is up for appointment 6/22/21



Age-Friendly Cities Committee (As of 6/21/21)

MEMBERS:

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Vacancy, Co-Chair

Saralynn Allaire

Lloyd Gellineau, Chief Diversity Officer

Shirley Selhub

Roberta Winitzer

Matthew Weiss

Henry Winkelman

John VanScoyoc, Select Board Member

Carol Caro is up for appointment 6/22/21